

## **UTILITY & INFRASTRUCTURE BOARD**

December 10, 2019 - 4:00 P.M. Fremont Municipal Building, 2<sup>nd</sup> Floor Conference Room, 400 East Military, Fremont Nebraska

## **REGULAR MEETING:**

- Meeting called to order
- Roll call

<u>CONSENT AGENDA:</u> All items in the consent agenda are considered to be routine by the Utility and Infrastructure Board and will be enacted by one motion. There will be no separate discussion of these items unless a Board Member or a citizen so requests, in which event the item will be removed from the consent agenda and considered separately.

- 3. Approve minutes of November 26, 2019.
- 4. Consider Accounts Payable through December 10, 2019.
- 5. Receive Investments Report.

## **REGULAR AGENDA:**

- 6. Consider Purchase of General Liability Insurance with Everest Reinsurance Group and Excess Liability Insurance for Electric and Gas Departments with Association of Electric and Gas Insurance Services Ltd (AEGIS).
- 7. Consider Bid for Biosolids Management Contractor.
- 8. Consider Bid for Jet Truck for Water/Sewer Department.
- 9. Consider Recommendation to Sign Nebraska Department of Transportation Banner Permit.
- 10. Consider Bid for 2020 Ford F-150 4x4 Crew Cab Pickup Truck for the Warehouse.
- 11. City Administrator Update (no board action is requested).
  - a. Bell Street Construction Project.
  - b. Power Plant Update.

## 12. Adjournment

The agenda was posted at the Municipal Building on December 6, 2019. The agenda and enclosures are distributed to the Board and posted on the City of Fremont's website. The official current copy of the agenda is available at Municipal Building, 400 East Military, office of the City Administrator. A copy of the Open Meeting Law is posted in the 2<sup>nd</sup> floor conference room for review by the public. The Utility & Infrastructure Board reserves the right to adjust the order of items on this agenda.

## CITY OF FREMONT UTILITY AND INFRASTRUCTURE BOARD NOVEMBER 26, 2019 - 4:00 P.M.

A meeting of the Utility and Infrastructure Board was held on November 26, 2019 at 4:00 p.m. in the 2<sup>nd</sup> floor meeting room at 400 East Military, Fremont, Nebraska. The meeting was preceded by publicized notice in the Fremont Tribune and the agenda displayed in the Municipal Building. The meeting was open to the public. A continually current copy of the agenda was available for public inspection at the office of the City Administrator, 400 East Military. The agenda was distributed to the Utility and Infrastructure Board on November 22, 2019 and posted, along with the supporting documents, on the City's website. A copy of the open meeting law is posted continually for public inspection.

### **ROLL CALL**

Roll call showed Board Members Sawtelle, Shelso, Bolton, and Wiese present, Vering absent. 4 present, 1 absent. Others in attendance included Brian Newton, City Admin.; Troy Schaben, Asst. City Admin-Utilities; Lottie Mitchell, Exec. Assist; Jeff Shanahan, Power Plant Supr.; and Dave Goedeken, Public Wrks Dir.

## **CONSENT AGENDA**

Moved by Member Shelso and seconded by Member Wiese to approve items 3-5 (Minutes from November 12, 2019, Accounts Payable through November 26, 2019, the Collections Report). Ayes: Sawtelle, Shelso, Bolton, and Wiese. Motion carried 4-0.

# CONSIDER RESOLUTION FOR PARTICIPATING MEMBERS OF LEAGUE ASSOCIATION OF RISK MANAGEMENT (LARM) TO RATIFY THE ELECTIONS OF MEMBERS OF THE LARM BOARD OF DIRECTORS.

Newton gave overview. Moved by Member Wiese and seconded by Member Bolton to recommend to City Council approve resolution to ratify the election of the LARM Board of Directors. Ayes: Sawtelle, Shelso, Bolton, and Wiese. Motion carried 4-0.

## CONSIDER PURCHASE OF ENHANCED TERMS TO THE CYBER LIABILITY POLICY.

Newton gave overview. Moved by Member Bolton and seconded by Member Shelso to recommend to City Council to approve resolution approving the purchase of enhanced terms to the League Association of Risk Management (LARM) cyber liability policy. Ayes: Sawtelle, Shelso, Bolton, and Wiese. Motion carried 4-0.

## CONSIDER TRAFFIC COMMITTEE REPORT AND RECOMMENDATIONS.

Goedeken gave overview. Moved by Member Shelso and seconded by Member Bolton to recommend to City Council to receive the traffic committee report and approve the recommendations. Ayes: Sawtelle, Shelso, Bolton, and Wiese. Motion carried 4-0.

## CITY ADMINISTRATOR UPDATE (NO BOARD ACTION IS REQUESTED).

**a.** Newton gave update.

### **ADJOURNMENT**

Moved by Member Vering and seconded by Member Bolton to adjourn at 4:18 p.m. Ayes: Sawtelle, Shelso, Bolton, and Wiese. Motion carried 4-0.

Allen Sawtelle, Chairman	Toni Ver	ing, Secretary
David Shelso	Michelle Wiese	Gary Bolto

## STAFF REPORT

**TO:** Utility and Infrastructure Board (UIB)

Brian Newton, City Administrator

Troy Schaben, Assistant City Administrator - Utilities

**FROM:** Jody Sanders, CPA, Director of Finance

**DATE:** December 10, 2019

**SUBJECT:** Claims

**Recommendation:** Move to approve November 27 through December 10, 2019 claims, as well as subsequent claims due and payable before the next meeting of the UIB.

**Background**: Staff is requesting approval by the UIB to pay claims that will become due and payable (by virtue of contractual agreements or regulatory requirements) before the next UIB meeting.

The amount due is not known as of this staff report, but the related vendors are listed below. These approved claims will still be presented as claims at the next UIB meeting and included in the total requested by Council for approval.

- Direct deposit of employee payroll on December 12 and 26, 2019 and related withholdings remitted to pension plans, federal and state tax withholdings, and garnishments.
- Nebraska Department of Revenue all sales tax collected and use tax owed by the utility departments.
- Transmission and energy purchases payable to Southwest Power Pool, every Tuesday.
- Transmission and energy purchases payable to Omaha Public Power District.
- Natural gas purchases from Northern Natural Gas/US Energy, BP, Cargill, Central Plains Energy Project (CPEP), and Public Energy Authority of Kentucky (PEAK).
- Coal purchases from Cloud Peak Energy Resources, and Peabody Coal, and freight charges to Union Pacific.
- Progress payments to Emerson Process Management under the contract for the SCADA project.
- UPS weekly invoice for shipping costs, due within ten days or late fees are incurred.

There are a limited number of agencies that debit the City's bank account for credit card processing fees, kiosk fees, and bank analysis. These are based on a fee schedule.

Fiscal Impact: Utility funds claims total \$\frac{2,502,233.46}{2}\$

### PROGRAM: GM339L REPORT PARAMETER SELECTIONS EAL DESCRIPTION: EAL: 11252019 ANDERSEND PAYMENT TYPES EFTs . . . . . . . . . . . . . . . . . . Y ePayables . . . . . . . . . . . . . . . . . Y VOUCHER SELECTION CRITERIA REPORT SEQUENCE OPTIONS: One vendor per page? (Y,N) . . . . . . . . . . . . . . . . One vendor per page? (Y,N) . . . . . . . . . Validate cash on hand? (Y,N) . . . . . . . . . Validate cash on hand? (Y,N) . . . . . . . . N This report is by: Vendor Process by bank code? (Y,N) . . . . . . . . . Y

EXPENDITURE APPROVAL LIST

Electric Fund – 051 Water Fund – 053 Sewer Fund – 055 Gas Fund – 057

PREPARED 11/25/2019 9:05:58

PREPARED 11/25/2019, 9:05:58

EXPENDITURE APPROVAL LIST

PROGRAM: GM339L AS OF: 11/25/2019 PAYMENT DATE: 11/25/2019

DEPARTMENT OF UTILITIES

VEND NO SEQ# VENDOR NAME

TINVOLCE VOLCHER D.O. BUK CHECK/DUE ACCOUNT TEM

INVOICE NO	SEQ# V	VENDOR . /OUCHER P NO		K CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFI, EPAY OR HAND-ISSUED AMOUNT
0004597	00			Y MARKETING				
21034575 O	CT ' 19		00	11/25/2019	057-8205-807.50-02		333,726.59 Natural	gas purchase
i						VENDOR TOTAL *	333,726.59	
0003109	00	UPS						
5E9752479			00	11/25/2019	051-5001-940.60-79	11/23/19 Serv Chrg Share	14.50	
5E9752479			00	11/25/2019	051-5001-940.60-79	11/23/19 Serv Chrg Share	14.50	
5E9752479			00	11/25/2019	051-5205-580.60-79	Power Gripz Collect	16.97	
5E9752479			00	11/25/2019	053-6105-502.50-23	<u>=</u>	39.48	
i						VENDOR TOTAL *	85.45	
1						TOTAL EXPENDITURES ****	333,812.04	
i					GRAND TOTA		•	333,812.04

1

PREPARED 11/27/2019 8:20:45 EXPENDITURE APPROVAL LIST PROGRAM: GM339L REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 11272019 ANDERSEND	
PAYMENT TYPES	
Checks	Y
EFTs	Y
ePayables	Y
VOUCHER SELECTION CRITERIA	
Voucher/discount due date	11/27/2019
All banks	A
REPORT SEQUENCE OPTIONS:	
Vendor	X One vendor per page? (Y,N) N
Bank/Vendor	One vendor per page? (Y,N) N
Fund/Dept/Div	Validate cash on hand? (Y,N) N
Fund/Dept/Div/Element/Obj	Validate cash on hand? (Y,N) N
<pre>Proj/Fund/Dept/Div/Elm/Obj</pre>	
This report is by: Vendor	
Process by bank code? $(Y,N)$	Y
Print reports in vendor name sequence? $(Y,N)$	Y
Calendar year for 1099 withholding	2019
Disbursement year/per	2020/02
Payment date	11/27/2019

Page 7 of 54 Agenda Item #4

PREPARED 11/27/2019, 8:20:45

EXPENDITURE APPROVAL LIST

PROGRAM: GM339L AS OF: 11/27/2019 PAYMENT DATE: 11/27/2019

DEPARTMENT OF UTILITIES

VEND NO SEQ# VENDOR NAME EFT, EPAY OR CHECK HAND-ISSUED INVOICE VOUCHER P.O. BNK CHECK/DUE ACCOUNT ITEM NO NO NO DATE NO DESCRIPTION AMOUNT AMOUNT AMOUNT 0000584 00 CEI 20191127 PR1127 00 11/27/2019 051-0000-241.00-00 PAYROLL SUMMARY EFT: 116,207.63 .00 116,207.63 VENDOR TOTAL \* 0001964 00 IBEW LOCAL UNION 1536 20191031 PR1031 00 11/27/2019 051-0000-241.00-00 PAYROLL SUMMARY 1,750.97 00 11/27/2019 051-0000-241.00-00 PAYROLL SUMMARY PR1127 20191127 1,789.45 VENDOR TOTAL \* 3,540.42 0002999 00 LAUGHLIN TRUSTEE, KATHLEEN A 20191127 PR1127 00 11/27/2019 051-0000-241.00-00 PAYROLL SUMMARY 35.00 35.00 VENDOR TOTAL \* 0004653 00 NEBRASKA DEPT OF REVENUE-GARNISHMNT 20191127 PR1127 00 11/27/2019 051-0000-241.00-00 PAYROLL SUMMARY 40.00 VENDOR TOTAL \* 40.00 00 PAYROLL EFT DEDUCTIONS 0004192 20191127 PR1127 00 11/27/2019 051-0000-241.00-00 PAYROLL SUMMARY 177,429.26

VENDOR TOTAL \*

EFT/EPAY TOTAL \*\*\*

GRAND TOTAL \*\*\*\*\*\*\*\*\*\*\*\*\*\*

TOTAL EXPENDITURES \*\*\*\* 181,044.68

177,429.26

1

PAGE

116,207.63

116,207.63

297,252.31

Prepared	11/26/19,	15:40:29
Pay Date	11/27/19	
Primary F	TRST NATIO	NNAT. BANK

CITY OF FREMONT Direct Deposit Register

Page 36

rimary FIRST NATIONAL BANK

Account Social Deposit Number Employee Name Security Amount

Final Total 281,228.88 Count 172

PREPARED 12/02/2019 10:26:24 EXPENDITURE APPROVAL LIST PROGRAM: GM339L REPORT PARAMETER SELECTIONS EAL DESCRIPTION: EAL: 12022019 ANDERSEND PAYMENT TYPES EFTs . . . . . . . . . . . . . . . . . . Y ePayables . . . . . . . . . . . . . . . . Y VOUCHER SELECTION CRITERIA REPORT SEQUENCE OPTIONS: One vendor per page? (Y,N) . . . . . . . . . N One vendor per page? (Y,N) . . . . . . . . . . Validate cash on hand? (Y,N) . . . . . . . . N Validate cash on hand? (Y,N) . . . . . . . . N 

Page 10 of 54 Agenda Item #4

PREPARED 12/02/2019,10:26:24

EXPENDITURE APPROVAL LIST

PROGRAM: GM339L AS OF: 12/02/2019 PAYMENT DATE: 12/02/2019

DEPARTMENT OF UTILITIES

VEND NO INVOICE NO	SEQ# /	VENDOR NAME JOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004789	00	CARGILL INC	•	WIRE*			
326039 OCT	2019	9	00 12/02/2019	057-8205-807.50-02	Oct 2019 MMBTU	65,472.00 <b>N</b> atu	ral gas purchase
					VENDOR TOTAL *	65,472.00	
0003109	00	UPS					
5E9752489			00 12/02/2019	051-5001-940.60-79	11/30/19 Serv Chrg Share	7.25	
5E9752489			00 12/02/2019		11/30/19 Serv Chrg Share	7.25	
5E9752489			00 12/02/2019	051-5105-502.60-79	MSC Industrial Supply	78.52	
5E9752489			00 12/02/2019	051-5205-580.60-79	Skarshaug Testing Lab	80.27	
5E9752489			00 12/02/2019	053-6105-502.50-23	Water Samples	46.72	
i					VENDOR TOTAL *	220.01	
					TOTAL EXPENDITURES ****	65,692.01	
1				GRAND TOTA		,	65,692.01



## Nebraska and Local Sales and Use Tax Return

**FORM** 

Tax Cat. Nebr. I.D. Number 1

55808

Rpt. Code Tax Period 1 11/2019

Reference No.: 01B005631498

Date Filed: Wed, Dec 04, 2019 01:15:15 PM Scheduled Payment Amount: 226,159.26 Scheduled Payment Date: Wed, Dec 11, 2019

27753

Due Date: 12/20/2019

#### NAME AND LOCATION

**DEPARTMENT OF UTILITIES** 400 E MILITARY AVE FREMONT, NE 68025-5141

#### NAME AND MAILING ADDRESS

DEPARTMENT OF UTILITIES 400 E MILITARY AVE FREMONT, NE 68025-5141

Check the box if your business has permanently closed, has been sold to someone else, or your permit is no longer needed. New owners must apply for their own sales tax permit.

1	Gross sales and services in Nebraska	1	5,555,524.00
2	Net Nebraska taxable sales	2	3,245,674.00
3	Nebraska sales tax (line 2 multiplied by .055)	3	178,512.07
4	A 1997 AGE OF MY	9.52	
5	TV 200 100 100 100 100 100 100 100 100 100	8.96	
6	Local sales tax from Nebraska Schedule I	6	39,653.71
7	Total Nebraska and local sales tax (line 3 plus line 6)	7	218,165.78
8	Sales tax collection fee (line 7 multiplied by .025; Maximum allowed \$75.00 per location)	8	75.00
9	Sales tax due (line 7 minus line 8)	9	218,090.78
10	Total Nebraska and local use tax (line 4 plus line 5)	10	8,068.48
11	Total Nebraska and local sales and use tax due (line 9 plus line 10)	11	226,159.26
12	Previous balance with applicable interest at 5.0% per year and payments	12	
	received through		

13 BALANCE DUE (line 11 plus or minus line 12). Pay in full .....

13

Under penalties of law, I declare that, as a taxpayer or preparer I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is correct and complete.

## NE Sales & Use Tax for the month of November 2019

Sales Tax Payable	051-0000-236-0000	\$ 218,165.74
Use Tax	051-0000-236-0100	\$ 7,636.00
	053-0000-236-0100	\$ 101.45
	057-0000-236-0100	\$ 331.03

Collection Fee Cash/Total Due

051-5001-421-0000 051-0000-131-0000 053-0000-131-0000

74.96 225,726.78

Page 12 of 54 057-0000-131-0000 PREPARED 12/05/2019 9:21:25 EXPENDITURE APPROVAL LIST PROGRAM: GM339L REPORT PARAMETER SELECTIONS EAL DESCRIPTION: EAL: 12052019 ANDERSEND PAYMENT TYPES EFTs . . . . . . . . . . . . . . . . . . Y ePayables . . . . . . . . . . . . . . . . Y VOUCHER SELECTION CRITERIA REPORT SEQUENCE OPTIONS: One vendor per page? (Y,N) . . . . . . . . . N One vendor per page? (Y,N) . . . . . . . . . . Validate cash on hand? (Y,N) . . . . . . . . Validate cash on hand? (Y,N) . . . . . . . . N

Page 13 of 54 Agenda Item #4

PROGRAM: GM339L AS OF: 12/11/2019 PAYMENT DATE: 12/11/2019

DEPARTMENT OF UTILITIES

VEND NO INVOICE NO	SEQ# 	VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION		CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005239	00	ADAMS & SULI	LIVAN PC LLO	051-5001-926.60-56				
						TOTAL *		
9095167003		AIRGAS USA I PI0966 PI1052 PI1067	00 12/11/2019	051-5105-502.50-35 051-5105-502.50-35 051-5105-502.50-35	PO NUM 049334		EFT: EFT: EFT:	239.04 132.80 184.00
					VENDOR	TOTAL *	.00	555.84
		ALLEN, JONAT UT		051-0000-143.00-00			145.99	
					VENDOR	TOTAL *	145.99	
		ALTEC INDUST PI0967		051-5205-580.50-35	PO NUM 051772		239.33	
					VENDOR	TOTAL *	239.33	1
			OADBAND INTERNET 00 12/11/2019	051-5001-922.50-53	PO NUM 052211		439.40	1
				•======================================			439.40	
0002869 00192458		AQUA-CHEM IN PI1062		053-6105-502.50-52			1,089.00	
		<u> :</u>					1,089.00	
0004025 84674			FIRE PROTECTION 00 12/11/2019	051-5105-502.60-61			EFT:	3,862.50
040/1		F10//2	00 12/11/2012	051 5105 502.00 01		TOTAL *		
0003660	00	BAUER BUILT		-: -:				3,862.50
880071391		PI0968	00 12/11/2019	051-5105-502.60-61	PO NUM 052067		245.70	
0002768	00	BEARING HEA	DQUARTERS CO		VENDOR	TOTAL *	245.70	
5524330 5524740 5525715		PI0963 PI0964 PI1046	00 12/11/2019 00 12/11/2019 00 12/11/2019	051-0000-153.00-00 051-0000-153.00-00 051-0000-153.00-00	PO NUM 052492 PO NUM 052492 PO NUM 052492		EFT: EFT: EFT:	115.55 79.37 59.15
<b>_</b>					VENDOR	TOTAL *	.00	254.07
0003545 16481003	00	BOMGAARS SUI PI0969	PPLY INC 00 12/11/2019	053-6105-502.50-35	PO NUM 052068		42.51	
					VENDOR	TOTAL *	42.51	
0002902 918972115 918972116 918972118 918972119 918972117	00	BORDER STATE PI0957 PI0959 PI0960 PI0961 PI0962	00 12/11/2019 00 12/11/2019 00 12/11/2019 00 12/11/2019 00 12/11/2019 00 12/11/2019	051-0000-156.00-00 051-0000-154.00-00 051-0000-154.00-00 051-0000-154.00-00 051-0000-154.00-00	PO NUM 051605 PO NUM 052339 PO NUM 052412 PO NUM 052437 PO NUM 052475		EFT: EFT: EFT: EFT:	7,547.78 70.01 386.10 261.83 163.15

EXPENDITURE APPROVAL LIST PROGRAM: GM339L AS OF: 12/11/2019 PAYMENT DATE: 12/11/2019

DEPARTMENT OF UTILITIES

<b>1</b>								
VEND NO S INVOICE NO		VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITE DESCRI	M PTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002902	00	ותעה מבעטטס	 ES / KRIZ-DAVIS					
918972120		PI0965	00 12/11/2019	051-0000-154.00-00	PO NIIM	052524	EFT:	176.29
918981967			00 12/11/2019	051-0000-154.00-00			EFT:	373.72
919001067			00 12/11/2019	051-0000-154.00-00			EFT:	33.74
919001067		PI1050 PI1051	00 12/11/2019	051-0000-154.00-00			EFT:	304.63
918975630		PI031 PI0978	00 12/11/2019	051-5105-502.50-35			EFT:	37.84
918981968			00 12/11/2019				EFT:	794.94
918981968			00 12/11/2019				EFT:	6.46
919001065		PI1070	00 12/11/2019	051-5205-580.50-35			EFT:	55.92
918919901		PI0977	00 12/11/2019	053-6105-502.50-35			EFT:	19.42
					•	VENDOR TOTAL *	.00	10,231.83
		BUSSE, MARCE					0.40 4.5	1
000004223		UT	00 12/11/2019	051-0000-143.00-00	MANUAL (	CHECK	348.17	
0004518	0.0	CAPPEL AUTO	CIIDDI.V TMC		7	VENDOR TOTAL *	348.17	1
2634-00-00	2557	DIU083	00 12/11/2019	051-5001-940 50-48	DO MIIM	052100	76 51	ı
2634 00 00.	8533	DTN989	00 12/11/2012	051 5001 510.50 10	DO MIIM	052100 052100	183 49	
2634-00-00	7514	DTN981	00 12/11/2019	051-5001-940.50-48 051-5205-580.50-48 057-8205-870.50-48	PO NIIM	052100	126.54	
2634-00-00	8652	PI0984	00 12/11/2019	057-8205-870.50-48	PO NUM	052100	76.51 183.49 126.54 215.48	
	2.0				7	VENDOR TOTAL *	602.02	
		CED AUTOMATI				2=2106	654 05	
5411-588733 5411-588733			00 12/11/2019 00 12/11/2019	051-5105-502.50-35 051-5105-502.60-79			654.27 59.02	
	2.0				,	VENDOR TOTAL *	713.29	
0000584 DEC 19 WC	00	CEI	00 12/11/2019	051-5001-919.20-29	Dec 201	9 Workers Comp	EFT:	31,250.00
					7	VENDOR TOTAL *	.00	31,250.00
0004615	00	CENTRAL PLAI	INS ENERGY PROJEC			_		
111912A197 111918A885				057-8205-807.50-02 057-8205-807.50-02		CPEP3 CPEP4	108,225.00 Natura 35,025.00	I gas purchases
					•	VENDOR TOTAL *	143,250.00	
0002090	00	CERTIFIED LA						
3750559		PI1043	00 12/11/2019	051-0000-154.00-00	PO NUM	051396	EFT:	188.78
0004561	0.0	COPY SHOP			7	VENDOR TOTAL *	.00	188.78
8720	00	PI0990	00 12/11/2019	053-6205-583.50-31	PO NUM	052391	876.54	
2001041	2.2	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~		, \	,	VENDOR TOTAL *	876.54	
0001041 S507178849	00 -001		ECTRIC SUPPLY CO 00 12/11/2019		PO NUM	052396	249.08	
2221542	2.0	~			•	VENDOR TOTAL *	249.08	
0001643	00	CULLIGAN OF	OMAHA					

PREPARED 12/05/2019, 9:21:25 EXPENDITURE APPROVAL LIST
PROGRAM: GM339L AS OF: 12/11/2019 PAYMENT DATE: 12/11/2019

DEPARTMENT OF UTILITIES

VEND NO SEQ# VENDOR NAME

INVOICE VOUCHER P.O. BNK CHECK/DUE ACCOUNT ITEM CHECK HAND-ISSUED

NO NO NO DATE NO DESCRIPTION AMOUNT AMOUNT 0001643 00 CULLIGAN OF OMAHA 144105 1119 PI1161 00 12/11/2019 055-7105-502.50-95 PO NUM 052423 144105 1119 PI1162 00 12/11/2019 055-7105-502.60-76 PO NUM 052423 69.00 26.00 VENDOR TOTAL \* 95.00 0003185 00 DEPARTMENT OF ENERGY 19 VENDOR TOTAL \* BFPB002861119 00 12/11/2019 051-5105-555.50-00 Nov 2019 53,518.80 WAPA hydro power 53,518.80 0001070 00 DODGE COUNTY REGISTER OF DEEDS 16.00 201904949 PI0979 00 12/11/2019 051-5001-919.60-61 PO NUM 052082 PI1013 00 12/11/2019 051-5001-919.60-61 PO NUM 052082 16.00 201905538 VENDOR TOTAL \* 32.00 0002710 00 DOWCO VALVE CO INC
33071 PI1084 00 12/11/2019 051-5105-502.50-35 PO NUM 052126
33071 PI1085 00 12/11/2019 051-5105-502.50-35 PO NUM 052126
33071 PI1086 00 12/11/2019 051-5105-502.50-35 PO NUM 052126
33071 PI1087 00 12/11/2019 051-5105-502.50-35 PO NUM 052126
33071 PI1088 00 12/11/2019 051-5105-502.50-35 PO NUM 052126
33071 PI1089 00 12/11/2019 051-5105-502.50-35 PO NUM 052126
33071 PI1090 00 12/11/2019 051-5105-502.50-35 PO NUM 052126
33071 PI1090 01 12/11/2019 051-5105-502.50-35 PO NUM 052126
33071 PI1091 00 12/11/2019 051-5105-502.50-35 PO NUM 052126
33071 PI1092 00 12/11/2019 051-5105-502.60-61 PO NUM 052126
33071 PI1093 00 12/11/2019 051-5105-502.60-61 PO NUM 052126
33071 PI1094 00 12/11/2019 051-5105-502.60-61 PO NUM 052126
33071 PI1095 00 12/11/2019 051-5105-502.60-61 PO NUM 052126
33071 PI1096 00 12/11/2019 051-5105-502.60-61 PO NUM 052126
33071 PI1098 00 12/11/2019 051-5105-502.60-61 PO NUM 052126
33071 PI1099 00 12/11/2019 051-5105-502.60-61 PO NUM 052126 0002710 00 DOWCO VALVE CO INC EFT: 3,136.44
EFT: 3,136.44
EFT: 1,661.17
EFT: 2,685.70
EFT: 807.50
EFT: 807.50
EFT: 849.58
EFT: 1,631.74
EFT: 1,631.75
EFT: 589.57
EFT: 589.57
EFT: 483.64 EFT: 483.64 EFT: 483.04 EFT: 177.62 EFT: 177.62 EFT: 177.62 EFT: 232.19 .00 19,130.89 VENDOR TOTAL \* 0005060 00 DUGAN PRINTING & PROMOTIONS LLC PI1063 00 12/11/2019 051-5001-903.50-31 PO NUM 052383 48091 190.14 VENDOR TOTAL \* 190.14 0002880 00 DUNRITE INC PI0993 00 12/11/2019 051-5001-940.50-35 PO NUM 052470 219.82 B730024 VENDOR TOTAL \* 219.82 00 DUTTON-LAINSON CO 0003091 PI0958 00 12/11/2019 051-0000-154.00-00 PO NUM 052049 PI0988 00 12/11/2019 051-5001-940.50-35 PO NUM 052376 EFT: 8,024.15 EFT: 238.62 S10724-2 S11364-1

7900432-1 PI1044 00 12/11/2019 051-0000-154.00-00 PO NUM 052436 116.78

0003087 00 EAKES OFFICE SOLUTIONS

VENDOR TOTAL \* .00 8,262.77

PREPARED 12/05/2019, 9:21:25

EXPENDITURE APPROVAL LIST

PROGRAM: GM339L AS OF: 12/11/2019 PAYMENT DATE: 12/11/2019

DEPARTMENT OF UTILITIES

VEND NO INVOICE NO	SEQ# <sub>,</sub>	VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION		CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003087 7909797-0	00	EAKES OFFICE	TE COLUMN ONC	051-5001-940.50-61				
						TOTAL *		
0005155	00	EHPV OPERAT	ING GROUP LLC (B	SIG RED)				
112219 KA	REN D	PI1146	00 12/11/2019	051-5001-903.20-29	PO NUM 052065		10.39	
112719 CO	LLINS	PI1138	00 12/11/2019	051-5205-580.20-29	PO NUM 052065		11.91	
112/19 HA	NSON 1	DP11139	00 12/11/2019	051-5205-580.20-29	PO NUM U52065		1U.δ∠ 14 06	
112713 U 11	IM O IDDHA	DT1140	00 12/11/2019 00 12/11/2019	051-5205-560.20-29	PO NUM 052005		14.00 14.06	
112719 RO	)AllK W	PT1144	00 12/11/2019	051-5205-580.20-29	PO NUM 052065		8.66	
112719 WE	INTZ B	PI1145	00 12/11/2019	051-5205-580.20-29	PO NUM 052065		11.25	
- 112719 КЕ <sup>.</sup>	VIN S	PI1141	00 12/11/2019	053-6001-905.20-29	PO NUM 052065		19.49	
112719 LO	BERG	PI1142	00 12/11/2019	051-5001-903.20-29 051-5205-580.20-29 051-5205-580.20-29 051-5205-580.20-29 051-5205-580.20-29 051-5205-580.20-29 051-5205-580.20-29 051-5205-580.20-29 053-6001-905.20-29	PO NUM 052065		10.39 11.91 10.82 14.06 14.06 8.66 11.25 19.49	
							120.13	
			ENGINEERING & EQU 00 12/11/2019	UIPMENT 051-0000-153.00-00	PO NUM 052508		EFT:	467.38
					VENDOR	. TOTAL *	.00	467.38
0004551	00	ELEMETAL FAI	BRICATION LLC					
15346 14885		PI1072 PI1071	00 12/11/2019 00 12/11/2019	051-5105-502.60-61 051-5205-580.50-48	PO NUM 052594 PO NUM 052558		5/9.27 625.07	
22245725	0.0				VENDOR	. TOTAL *	1,204.34	
0004735 900868787			'ECHNOLOGIES SALES 00 12/11/2019	S LLC 051-5001-922.60-65	PO NUM 052433		85,235.88	MICROSOFT
J 0 0 0 0 0 0 7 0 7		111001	00 12,11,201,	031 3001 722.00 00				ENTERPRISE RENEWAL
222225	0.0				VENDOR	TOTAL *	85,235.88	approved DDR 2019-208
		FASTENAL CO		051-5001-940.50-35	DO NITIM 052072		rrt.	81 47
NEFRE1713 NEFRE1712			00 12/11/2019 00 12/11/2019				EFT:	116.39
i					VENDOR	TOTAL *	.00	197.86
0002884	00	FREMONT AREA				-		10,.00
24427		PI0998	00 12/11/2019	051-5001-919.60-65	PO NUM 052545		300.00	
2224022	0.0				VENDOR	TOTAL *	300.00	
0004833 NOV'19 CA	00 ARESHAI	-	A UNITED WAY 00 12/11/2019	055-0000-242.02-00	Nov 2019 Care	& Share	EFT:	286.50
1 - 1	0.0				VENDOR	TOTAL *	.00	286.50
0001131	00	FREMONT TRIE		051 5001 006 60 70	DO NITIM OFOCO		7 96	!
882268 885528		PI0980 PI1147	00 12/11/2019 00 12/11/2019				7.86 7.52	3
222224	0.0				VENDOR	TOTAL *	15.38	1
0002924 00610156	00	FREMONT WAST	TE TRANSFER 00 12/11/2019	051-5205-580.50-49	.28 Ton		16.46	1
					VENDOR	TOTAL *	16.46	
0001132	00	FREMONT WIND	NELSON CO					

PREPARED 12/05/2019, 9:21:25 EXPENDITURE APPROVAL LIST
PROGRAM: GM339L AS OF: 12/11/2019 PAYMENT DATE: 12/11/2019
DEPARTMENT OF UTILITIES

VEND NO SEQ# VENDOR NAME

INVOICE VOUCHER P.O. BNK CHECK/DUE ACCOUNT ITEM CHECK HAND-ISSUED

NO NO NO DATE NO DESCRIPTION AMOUNT AMOUNT 0001132 00 FREMONT WINNELSON CO 339105 01 PI0972 00 12/11/2019 051-5105-502.50-35 PO NUM 052074 109.14 VENDOR TOTAL \* 109.14 0005232 00 GLOBAL TEST SUPPLY LLC 184776-00 PI0985 00 12/11/2019 051-5105-502.60-61 PO NUM 052163 430.60 430.60 VENDOR TOTAL \* 0002440 00 GOODWAY TECHNOLOGIES CORPORATION 139502 PI0994 00 12/11/2019 051-5105-502.50-35 PO NUM 052480 139502 PI0995 00 12/11/2019 051-5105-502.60-79 PO NUM 052480 EFT: 632.82 EFT: 24.72 .00 657.54 VENDOR TOTAL \* 0005234 00 GOT IT COVERED CUSTOM POWDER 257 PI1155 00 12/11/2019 051-5205-580.60-59 PO NUM 052375 347.75 VENDOR TOTAL \* 347.75 0004677 00 GOVCONNECTION INC 57268434 PI0989 00 12/11/2019 051-5001-922.50-42 PO NUM 052386 57248047 PI1061 00 12/11/2019 051-5001-922.50-42 PO NUM 052227 EFT: 1,707.68 EFT: 416.62 00 12/11/2019 051-5001-922.50-42 PO NUM 052227 .00 VENDOR TOTAL \* 2,124.30 0001445 00 GRAYBAR ELECTRIC CO 9313312513 PI1049 00 12/11/2019 051-0000-154.00-00 PO NUM 052523 161.84 VENDOR TOTAL \* 161.84 0004707 00 GREAT PLAINS COMMUNICATIONS INC 9927040235 1119PI0986 00 12/11/2019 051-5001-922.50-53 PO NUM 052213 9927040235 1119PI0987 00 12/11/2019 051-5001-922.60-65 PO NUM 052213 152.18 1,000.00 1,152.18 VENDOR TOTAL \* 9999999 00 GREEN, MICHELLE R 000077959 UT 00 12/11/2019 051-0000-143.00-00 MANUAL CHECK 143.75 143.75 VENDOR TOTAL \* 0004419 00 HANSEN TIRE LLC 26644 PI0973 00 12/11/2019 051-5205-580.50-48 PO NUM 052076 26644 PI0974 00 12/11/2019 051-5205-580.60-59 PO NUM 052076 26646 PI0975 00 12/11/2019 053-6205-583.50-48 PO NUM 052076 26646 PI0976 00 12/11/2019 053-6205-583.60-59 PO NUM 052076 2.11 20.00 15.83 15.00 VENDOR TOTAL \* 52.94 0004469 00 HAYES MECHANICAL 445625 PI1056 00 12/11/2019 051-5105-502.60-61 PO NUM 051787 588.19 VENDOR TOTAL \* 588.19 0002794 00 HDR ENGINEERING INC 1200225429 PI1136 00 12/11/2019 051-5105-502.60-61 PO NUM 051910 1200231847 PI1137 00 12/11/2019 051-5105-502.60-61 PO NUM 051910 EFT: 4,368.00 EFT: 5,616.00 .00 9,984.00 VENDOR TOTAL \*

9999999 00 HOLBERT KENNY & SARAH

PROGRAM: GM339L AS OF: 12/11/2019 PAYMENT DATE: 12/11/2019

UT 00 12/11/2019 051-0000-143.00-00 MANUAL CHECK

PI1035 00 12/11/2019 055-7105-502.50-35 PO NUM 052489

DEPARTMENT	OF	UTILITIES				,,,	
VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM  DESCRIPTION	CHECK AMOUNT	EFT, EPAY O HAND-ISSUED AMOUNT
9999999 000079227	00	HOLBEDT KEMN	UV C CVDVH		MANUAL CHECK		
					VENDOR TOTAL *	168.75	
0004538 559911	00	INDEECO PI1045	00 12/11/2019	051-0000-153.00-00	PO NUM 052483	2,488.40	
					VENDOR TOTAL *	2,488.40	
0004264 5199674-00			PIPE & SUPPLY LLC 00 12/11/2019	051-5105-502.50-35	PO NIIM 051430	244 25	
				051-5105-502.60-79	PO NUM 051430	244.25 15.93	
0003483	0.0	ΤΝΨΕΡΟΨΔΨΕ (	CHEMICAL CO INC		VENDOR TOTAL *	260.18	
	00			051-5105-502.50-52	PO NUM 049895	5,099.83	
					VENDOR TOTAL *		
0003074 20191031 20191127 567 - 1130 1110 - 113 1110 - 113 567 - 1130 1110 - 113 567 - 1130 567 - 1130 567 - 1130 567 - 1130 567 - 1130 567 - 1130	3019	JACKSON SERV PR1031 PR1127	VICES INC  00 12/11/2019  00 12/11/2019  00 12/11/2019  00 12/11/2019  00 12/11/2019  00 12/11/2019  00 12/11/2019  00 12/11/2019  00 12/11/2019  00 12/11/2019  00 12/11/2019  00 12/11/2019  00 12/11/2019  00 12/11/2019  00 12/11/2019  00 12/11/2019  00 12/11/2019  00 12/11/2019	051-0000-241.00-00 051-0000-241.00-00 051-5001-940.50-46 051-5001-940.20-29 051-5001-932.50-46 051-5001-940.50-46 051-5105-502.50-46 051-5105-502.20-29 051-5105-502.20-29 051-5205-580.20-29 051-5205-580.20-29 053-6205-583.20-29 055-7105-502.50-46 057-8205-870.20-29		EFT: EFT: EFT: EFT: EFT: EFT: EFT: EFT:	1,329.80 57.52 323.36 227.18 64.62 744.08
9999999 000072485	00	KEENAN, DEAN UT	NA M 00 12/11/2019	051-0000-143.00-00	VENDOR TOTAL *  MANUAL CHECK	.00 159.32	5,332.15
					VENDOR TOTAL *	159.32	
0004708 7549727	00	KIMBALL MIDV PI0996	WEST 00 12/11/2019	051-5001-940.50-35	PO NUM 052488	384.34	
9999999	00	KNOELL, WILI	LIAM & MARY		VENDOR TOTAL *	384.34	

VENDOR TOTAL \*

VENDOR TOTAL \*

00 LOU'S GLOVES INC

00 LYMAN RICHEY SAND & GRAVEL CO

000028797

0004712

031538

0002945

3.82

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711.00

711.00

PROGRAM: GM339L AS OF: 12/11/2019 PAYMENT DATE: 12/11/2019

DEPARTMENT OF UTILITIES

DEPARIMENT	OF	OTTHITTED						
VEND NO INVOICE NO		VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE				CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000045	00	T MAN DEGUES	V CAND C CDAVEL					
0002945 108511 109672 110647 107627		PI1057 PI1059 PI1060	00 12/11/2019	051-5105-502.50-35 051-5105-502.50-35 051-5105-502.50-35	PO NUM 052081	<u>1</u> 1	160.84 206.06 156.25 71.30	
107917 108513		PI1012 PI1058	00 12/11/2019 00 12/11/2019	053-6205-583.50-35 053-6205-583.50-35 053-6205-583.50-35	PO NUM 052081 PO NUM 052081	1 1	47.68 46.80	
22225	2.0				VENDOF	R TOTAL *	688.93	
0002052 20738078	00	MATHESON LIN PI1010		051-5105-502.50-35			EFT:	56.66
0005240	00	MATRIKON INT	Ţ₽₽ĸĸĸŢŢŎĸĸĸŢ		VENDOF	R TOTAL *	.00	56.66
5250055387		PI1125		051-5105-502.60-65	PO NUM 052507	7	969.00	
2221555	0.0				VENDOF	R TOTAL *	969.00	
0001555 24168	00	MELLEN & ASS PI0999		051-0000-153.00-00	PO NUM 052372	2	EFT:	988.12
		_			VENDOF	R TOTAL *	.00	988.12
0001229 83706 83705 83706 83704		PI1040	00 12/11/2019 00 12/11/2019 00 12/11/2019	051-0000-154.00-00 051-5001-940.50-35 051-5001-940.50-35 051-5105-502.50-35	PO NUM 052083 PO NUM 052530	) 3 0 3	87.51 150.72 8.37 236.91 71.21 33.12 59.92	
83677 83756 83794		PI1014 PI1017 PI1081	00 12/11/2019 00 12/11/2019 00 12/11/2019	051-5105-502.50-35 055-7105-502.50-35 055-7105-502.50-35 055-7105-502.50-35	PO NUM 052083			
0005165	01	METHODIST FR	REMONT HEALTH		VENDOR	R TOTAL *	647.76	
IN952 IN964		PI1025 PI1026		051-5001-926.60-61 051-5001-926.60-61			90.00 120.00	
2224440	2.0			22	VENDOF	R TOTAL *	210.00	
0004442 50798 50798 50798	00	MID-IOWA SOL PI1119 PI1120 PI1121	00 12/11/2019	055-7205-583.50-35 055-7205-583.50-35 055-7205-583.60-79	PO NUM 052472	2	399.92 317.92 30.00	
			_		VENDOF	R TOTAL *	747.84	
0002960 6006970	00	MIDLAND SCIE PI1039		055-7105-502.50-52	PO NUM 052516	б	181.88	!
	2.0			-	VENDOF	R TOTAL *	181.88	ļ
0005238 26751	00	MIDWEST PETR PI1037	ROLEUM EQUIPMENT 00 12/11/2019	LLC 051-5001-940.50-35	PO NUM 052497	7	1,267.96	
0004883	00	MISSISSIPPI	LIME COMPANY		VENDOF	R TOTAL *	1,267.96	

PROGRAM: GM339L AS OF: 12/11/2019 PAYMENT DATE: 12/11/2019

DEPARTMENT OF UTILITIES

VEND NO INVOICE NO		VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION		CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004883	00	MISSISSIPPI	LIME COMPANY					
1464277 1465196			00 12/11/2019 00 12/11/2019	051-0000-158.02-00 051-0000-158.02-00			EFT:	
0001486	00	MOTION INDUS	CTDIEC INC		VENDOR	TOTAL *	.00	10,333.45
NE01-5253		PI1005	00 12/11/2019	051-0000-153.00-00	PO NUM 052490		219.65	
NE01-5253		PI1006	00 12/11/2019	051-0000-153.00-00			314.48	
NE01-5251		PI1076	00 12/11/2019	051-0000-153.00-00			1,956.17	
NE01-52489 NE01-52533			00 12/11/2019 00 12/11/2019	055-7105-502.50-35 055-7105-502.50-35			.00 219.65 314.48 1,956.17 307.69 50.01	
					VENDOR	TOTAL *	2,848.00	
0002985	00		IAL SUPPLY CO INC					205 52
74056801 C73394721		PI1000 PI1004	00 12/11/2019 00 12/11/2019	051-0000-154.00-00 051-0000-154.00-00			EFT: EFT:	
74710691		PI1004 PI1074	00 12/11/2019	051-0000-154.00-00			EFT:	
76492431		PI1079	00 12/11/2019	051-0000-153.00-00			EFT:	
C73394721			00 12/11/2019	051-5001-940.50-35			EFT:	
74930241			00 12/11/2019	051-5105-502.50-35			EFT:	
75615811		PI1038	00 12/11/2019	055-7105-502.50-35	PO NUM 052515		EFT:	224.64
0003053	00	NEBRASKA HEA	ALTH & HUMAN SERV	V-LIHEAP	VENDOR	TOTAL *	.00	2,215.12
000075351		UT	00 12/11/2019	051-0000-143.00-00	Energy Assista	ance Refund	152.57	
0001473	0.0	NMC INC			VENDOR	TOTAL *	152.57	
INV352783			00 12/11/2019	055-7105-502.60-59	PO NUM 052578		163.00	
0.004151	0.0				VENDOR	TOTAL *	163.00	
0004151 INV-24794		NORTH AMERIC PI1009	CAN ELECTRIC RELE 00 12/11/2019		PO NUM 051832		EFT:	5,660.77
					VENDOR	TOTAL *	.00	5,660.77
0003136 1032 NOV 2	00 2019	NORTHERN NAT	TURAL GAS CO *FNI 00 12/11/2019				269,395.12	Natural gas puchase
					VENDOR	TOTAL *	269,395.12	rtatarar gao paoriado
0001710 623184	00	NUTS & BOLTS PI1003	S INC 00 12/11/2019	051-0000-154.00-00	PO NUM 052450		181.30	
					VENDOR	TOTAL *	181.30	
0002937	00	O'KEEFE ELEV	ATOR CO INC		VIIIDOIC		101.50	
00501924		PI1102	00 12/11/2019				197.05	
00501924		PI1103	00 12/11/2019	051-5105-502.60-65	PO NUM 052166		1,116.63	
0001020	0.0	O'REILLY AUT	COMOTIVE INC		VENDOR	TOTAL *	1,313.68	
0397-27828		PI1018	00 12/11/2019	051-5001-940.50-35	PO NUM 052085		83.78	

PROGRAM: GM339L AS OF: 12/11/2019 PAYMENT DATE: 12/11/2019

DEPARTMENT OF UTILITIES

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VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION		CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001020	0.0	O'PETLLV AIIT	OMOTIVE INC					
0397-2783 0397-2790	52 05	PI1019 PI1020	00 12/11/2019 00 12/11/2019	051-5105-502.50-35 057-8205-870.50-48	PO NUM 052085 PO NUM 052085		11.17 163.39	
00000	0.0	OFFICENET			VENDOR	TOTAL *	258.34	
929667-0	00	PI1126	00 12/11/2019	051-5001-903.50-40	PO NUM 052513		299.20	
0004671	0.0	ONE CALL CON	NCEPTS INC		VENDOR	TOTAL *	299.20	
9110131	00	PI1148	00 12/11/2019	051-5001-940.60-61	PO NUM 052199		243.86	
0001268	0.0	P & H ELECTR	RTC INC		VENDOR		243.86	
				051-5105-502.50-35				
0003827	0.0	PEST PRO'S I	INC		VENDOR	TOTAL *	5.77	
MNCP BLD ASH PD 11 CMBT TUR PWR PLT 1 UTIL BLD PONDBXS 1 SUB STA 1 WTR PLT 1	11251 2519 11251 12519 11251 11519 12519 12519	9PI1111 PI1113 9PI1114 PI1115 9PI1116 PI1156 PI1104 PI1105 PI1112	00 12/11/2019 00 12/11/2019 00 12/11/2019 00 12/11/2019 00 12/11/2019 00 12/11/2019 00 12/11/2019 00 12/11/2019 00 12/11/2019 00 12/11/2019	051-5001-932.60-61 051-5105-502.60-61 051-5105-502.60-61 051-5105-502.60-61 051-5105-502.50-35 051-5105-502.50-35 051-5205-580.60-61 053-6105-502.60-61 055-7105-502.60-61	PO NUM 052414 PO NUM 052429 PO NUM 052429 PO NUM 052429 PO NUM 052429 PO NUM 052494 PO NUM 052198 PO NUM 052243 PO NUM 052422		42.80 48.15 53.50 85.60 69.55 80.25 190.35 69.55 110.00	
0003566	0.0	POLYDYNE TNO	1		VENDOR	TOTAL *	749.75	
				055-0000-154.00-00	PO NUM 052452		EFT:	12,501.06
0004968	00	POWER SCREEN	IING LLC		VENDOR	TOTAL *	.00	12,501.06
PSO002692	-1	PI1127	00 12/11/2019	055-7105-502.50-35	PO NUM 052517		2,387.46	
0004740	00	PREMIER STAF	FFING INC		VENDOR	TOTAL *	2,387.46	
14122		PI1022	00 12/11/2019	051-5001-926.60-61	PO NUM 052099		120.00	
0004696 56790 57102 57058	00	PRIME COMMUN PI1110 PI1124 PI1117	NICATIONS INC 00 12/11/2019 00 12/11/2019 00 12/11/2019	051-5001-922.60-65 051-5105-502.60-61 053-6105-502.50-35	PO NUM 052316 PO NUM 052495		120.00 5,709.29 1,050.10 309.54	
0004413	00	RADWELL INTE	ERNATIONAL INC		VENDOR	TOTAL *	7,068.93	
31126254 31126254		PI1031 PI1032	00 12/11/2019 00 12/11/2019	055-7105-502.50-35 055-7105-502.60-59			5.00 1,919.00	

PREPARED 12/05/2019, 9:21:25 PROGRAM: GM339L AS OF: 12/11/2019 PAYMENT DATE: 12/11/2019

DEPARTMENT OF UTILITIES VEND NO SEQ# VENDOR NAME EFT, EPAY OR INVOICE VOUCHER P.O. BNK CHECK/DUE ACCOUNT ITEM CHECK HAND-ISSUED NO NO NO DATE NO DESCRIPTION AMOUNT AMOUNT 0004413 00 RADWELL INTERNATIONAL INC VENDOR TOTAL \* 1,924.00 9999999 00 ROBINSON, TRACY L 000075947 UT 00 12/11/2019 051-0000-143.00-00 MANUAL CHECK 58.81 58.81 VENDOR TOTAL \* 9999999 00 RYAN, BRADLEY J 000076135 UT 00 12/11/2019 051-0000-143.00-00 MANUAL CHECK 24.72 VENDOR TOTAL \* 24.72 0004639 00 SAPP BROS INC PI1131 00 12/11/2019 055-7105-502.50-30 PO NUM 052580 338.45 02100 PI1132 00 12/11/2019 055-7105-502.50-35 PO NUM 052580 02100 150.00 VENDOR TOTAL \* 488.45 0005176 00 SCHENCK PROCESS LLC 1160368059 PI1002 00 12/11/2019 051-0000-153.00-00 PO NUM 052446 277.08 EFT: .00 VENDOR TOTAL \* 277.08 9999999 00 SCHULTZ, EDYTHE M 000078137 UT 00 12/11/2019 051-0000-143.00-00 MANUAL CHECK 75.61 VENDOR TOTAL \* 75.61 0004989 00 SCS ENGINEERS PI1008 00 12/11/2019 051-5105-502.60-61 PO NUM 051702 2,250.00 0363567 2,250.00 VENDOR TOTAL \* 00 SEIP, CARLY S 999999 000074657 UT 00 12/11/2019 051-0000-143.00-00 MANUAL CHECK 51.64 VENDOR TOTAL \* 51.64 00 SHRED MONSTER INC 0004273 29781 PI1150 00 12/11/2019 051-5001-932.60-61 PO NUM 052206 58.00

VENDOR TOTAL \*

VENDOR TOTAL \*

VENDOR TOTAL \* 369.49

Page 23 of 54

239609

0003923

1194158

1194158

1194158

1194158

TRN1119FREM

239609

0000429 00 SKARSHAUG TESTING LABORATORY INC

00 STATE OF NEBRASKA - CELLULAR

0004760 00 SOUTHWEST POWER POOL INC

PI1023 00 12/11/2019 051-5205-580.60-61 PO NUM 052102 PI1024 00 12/11/2019 051-5205-580.60-79 PO NUM 052102

00 12/11/2019 051-5105-555.50-00 Nov 2019 Transmission

00 12/11/2019 051-5001-903.50-53 Cellular 00 12/11/2019 051-5001-919.50-53 Cellular 00 12/11/2019 051-5001-922.50-53 Cellular

00 12/11/2019 051-5001-925.50-53 Cellular

Agenda Item #4

EFT:

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52.03

58.00

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211.09

PAGE

10

PROGRAM: GM339L AS OF: 12/11/2019 PAYMENT DATE: 12/11/2019

DEPARTMENT OF UTILITIES

VEND NO INVOICE NO		NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003923	00	STATE OF NER	RASKA – CELLULAF	,	Cellular City Cellular/R Walter Cellular PO NUM 052305 Engineers Cellular Elect Distr Cellular PO NUM 052260 PO NUM 052260 PO NUM 052260 Cellular Cellular Cellular Cellular		
1194158	00	STATE OF NED	00 12/11/2019	051-5001-926.50-53	Cellular	EFT:	52.03
1194158			00 12/11/2019	051-5001-919.50-53	City Cellular/R Walter	EFT:	46.68
1194158			00 12/11/2019	051-5105-502.50-53	Cellular	EFT:	156.95
1194158		PI1109	00 12/11/2019	051-5105-502.50-55	PO NUM 052305	EFT:	160.49
1194158			00 12/11/2019	051-5205-580.50-53	Engineers Cellular	EFT:	193.79
1194158			00 12/11/2019	051-5205-580.50-53	Elect Distr Cellular	EFT:	328.00
1194158		PI1106	00 12/11/2019	051-5205-580.50-55	PO NUM 052260	EFT:	160.49
1194158		PI1107 PI1108	00 12/11/2019	051-5205-580.50-55	PO NUM 052260	E.F.T.:	160.49
1194158 1194158		LIII08	00 12/11/2019	051-5205-580.50-55	PO NUM 052260	E.F.T.	160.49
1194158			00 12/11/2019	053-6105-502.50-53	Collular	ььт. г.т.	53.58 231.82
1194158			00 12/11/2019	055-0205-503.50-53	Cellular	FFT:	48.54
1194158			00 12/11/2019	057-8205-870.50-53	Cellular	FT:	278.74
1171130			00 12/11/2019	037 0203 070.30 33	CCITATAL		
9999999	0.0	STEINERT, FR	ANCES F		VENDOR TOTAL *	.00	2,309.26
000025537				051-0000-143.00-00	MANUAL CHECK	36.49	
0004647	0.0	m courd a	DIV II O		VENDOR TOTAL *	36.49	
0004647 25782	00	T SQUARE SUP PI1082		055-7105-502.50-35	PO NUM 052091	22.00	
					VENDOR TOTAL *	22.00	
0004552 13265544	00	TITAN MACHIN PI1083		051-5105-502.50-48	PO NUM 052094	EFT:	62.88
					VENDOR TOTAL *	.00	62.88
0004520	00	US BANK CORP	ORATE PAYMENT SY	STEMS			
111819		PI1133	00 12/11/2019	051-5001-903.20-29	PO NUM 052583	11.04	
111819		PI1134 PI1135	00 12/11/2019	051-5001-920.20-29 051-5001-922.20-29	PO NUM 052583	23.00	
111819		PI1135	00 12/11/2019	051-5001-922.20-29	PO NUM 052583	57.95	
0000647	0.0	USABLUEBOOK			VENDOR TOTAL *	91.99	
052233	00	PI1029	00 12/11/2019	051-5105-502.50-35	DO NIIM 052373	166.33	
052233				051-5105-502.60-79		26.01	
00220			00 ==, ==, =0=,			192.34	
0000525	0.0	UTILITY EQUI	DMFNT CO		VENDOR TOTAL *	192.34	
40056642-0		PI1129		053-6205-583.50-35	PO NUM 052567	556.68	
					VENDOR TOTAL *	556.68	
9999999	00	VAN NOSTRAND	, WILLIAM J				
000078133		UT	00 12/11/2019	051-0000-143.00-00	MANUAL CHECK	83.49	
0000064	0.0	11000 1 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2			VENDOR TOTAL *	83.49	
0003064 11105717-0		VOSS LIGHTIN PI1077		051-0000-154.00-00	PO NUM 052521	224.25	
	-		·,, <b>,</b>				
0002907	00	WALNUT RADIO	LLC (KHUB)		VENDOR TOTAL *	224.25	
İ							

Page 24 of 54

Agenda Item #4

PAGE

11

PROGRAM: GM339L AS OF: 12/11/2019 PAYMENT DATE: 12/11/2019

DEPARTMENT OF UTILITIES

VEND NO INVOICE NO		# VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE	ACCOUNT NO	ITEM DESCRIPTION		CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002907		WALNUT RADIO						
19110395		PI1149	00 12/11/2019	051-5001-903.60-78	PO NUM 052205		234.00	ļ
					VENDOR	TOTAL *	234.00	ļ
0003739			L & ROBERTS LLC					!
INV12067		PI1122	00 12/11/2019 00 12/11/2019	051-5105-502.50-52			1,604.69 106.98	!
INV12067		PI1123	00 12/11/2019	051-5105-502.60-79	PO NUM 052482		106.98	
i					VENDOR	TOTAL *	1,711.67	
0002894	00		CTIONS OF NE INC					!
5469725		PI1157	00 12/11/2019	051-5001-932.50-49	PO NUM 052165		241.02	!
5469725		PI1158	00 12/11/2019	051-5001-940.50-49 051-5105-502.50-49 055-7105-502.50-49	PO NUM 052165		347.03	!
5469725		PI1159	00 12/11/2019	051-5105-502.50-49	PO NUM 052165		282.72	•
5469725		PI1160	00 12/11/2019	055-7105-502.50-49	PO NUM 052165		241.02 347.03 282.72 1,030.99	
i						TOTAL *		1
0005136		WEISS CONSTR						
10045587	#18	PI1080	00 12/11/2019	055-7105-502.60-58	PO NUM 048410		EFT:	519,459.53
i						WWTP ANAEF	ROBIC LOGOONS AND GAS SCR	
					VENDOR	TOTAL *	.00	519,459.53
0000482	00	WESCO RECEIV	VABLES CORP					
385531		PI1001	00 12/11/2019	051-0000-154.00-00	PO NUM 052416		EFT:	8,875.18
385532		PI1075	00 12/11/2019	051-0000-154.00-00	PO NUM 052479		EFT:	89.88
386194		PI1078	00 12/11/2019	051-0000-154.00-00	PO NUM 052535		EFT:	2,974.60
386193		PI1118	00 12/11/2019	051-0000-154.00-00 051-0000-154.00-00 051-0000-154.00-00 051-5205-580.50-35	PO NUM 052468		EFT: EFT: EFT:	648.96
i					VENDOR	TOTAL *		12,588.62
0004135	00	WINDOW PRO I	INC					-
43659		PI1151	00 12/11/2019	051-5001-932.60-61	PO NUM 052207		EFT:	10.70
43716		PI1152	00 12/11/2019	051-5001-932.60-61	PO NUM 052207		EFT:	117.70
43770		PI1153	00 12/11/2019	051-5001-932.60-61 051-5001-932.60-61	PO NUM 052207		EFT:	117.70 10.70
i					VENDOR	TOTAL *	.00	139.10
i					EFT/EPAY	TOTAL ***	.00	749,235.52
i					TOTAL EXPEND	ITURES ****	548,853.44	749,235.52
1				GRAND TOT/	AL ********	* * * * * * *		1,298,088,96

GRAND TOTAL \*\*\*\*\*\*\*\*\*\*\*\*\*

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1,298,088.96

## STAFF REPORT

TO: Utility and Infrastructure Board

Brian Newton, City Administrator

Troy Schaben, Assistant City Administrator - Utilities

FROM: Jody Sanders, Director of Finance

**DATE:** December 10, 2019

**SUBJECT:** DU Investment report

**Recommendation:** Receive DU investment activity

**Background**: The attached document shows the DU investments in certificates of deposits as November 30, 2019.

**Fiscal Impact:** None – there were no changes (maturities or new investments) in November.

#### **Department of Utilities Investments**

For Month ended 11/30/19					Year End	9/30/2020	)			
		"	DATE							For Bond
BANK	TYPE	CD#	INVESTED	DUE DATE	RATE %	Investment	Dept	Ledger	_	
Cornerstone	CDARS	1022102466	12/20/2018	12/19/2019	0.0305	1,317,500.00	Sewer	055-0000-126.00-00	Debt Service	76126701
Cornerstone	CDARS	1022102466	12/20/2018	12/19/2019	0.0305	382,500.00		051-0000-126.00-00	Debt Service CD	76126701
Cornerstone	CDARS	1022102474	12/20/2018	12/19/2019	0.0305	1,000,000.00		057-0000-127.27-02	General	
Cornerstone	CDARS	1022102504	12/20/2018	12/19/2019	0.0305	6,800,000.00		055-0000-127.27-02	General	
10 Pinnacle Fremont	CD	7200009931	3/13/2018	3/13/2020	0.0228	200,000.00		053-0000-126-00-00	Debt Service CD	76111601
11 Pinnacle Fremont	CD	7200009930	3/13/2018	3/13/2020	0.0228	1,750,000.00		051-0000-126-00-00	Debt Service CD	76111601
21 Pinnacle Fremont	CD	7200009932	3/16/2018	3/16/2020	0.0228	750,000.00		051-0000-126.00-00	Debt Service CD	76120501/76117501
26 Pinnacle Fremont	CD	7200010102	3/22/2019	3/22/2020	0.0258	1,500,000.00	Electric	051-0000-127.27-02	General	
First National Bank Fremont	CD	70053761130	3/26/2018	3/26/2020	0.0231	500,000.00		053-0000-126-00-00	Debt Service CD	76116801/76120501
17 First National Bank Fremont	CD	70053761132	3/26/2018	3/26/2020	0.0231	250,000.00	Sewer	055-0000-126.00-00	Debt Service	76120501/76124001
14 First National Bank Fremont	CD	70053761131	3/26/2019	3/26/2020	0.0255	500,000.00	Gas	057-0000-127.27-02	General	
9 First National Bank Fremont	CD	70053761129	3/26/2019	3/26/2020	0.0255	2,000,000.00		051-0000-127.27-02	General	
2 First National Bank Fremont	CD	7164222	8/15/2018	8/15/2020	0.0251	250,000.00		051-0000-121.00-00	Insurance Reserve	
3 First National Bank Fremont	CD	7164223	8/15/2018	8/15/2020	0.0251	250,000.00		051-0000-123.00-00	Restricted Trust Fossil	
20 First State Bank	CD	1700866046	10/17/2018	10/17/2020	0.0285	500,000.00		051-0000-123.00-00	Restricted Trust Fossil	
39 First State Bank	CD	1700866047	10/17/2018	10/17/2020	0.0285	1,500,000.00		051-0000-127.27-02	General	
5 First National Bank	CD	70053707730	8/10/2019	8/10/2021	0.0125	175,000.00		053-0000-126-00-00	Debt Service CD	76124001
4 First National Bank Fremont		7164224	8/15/2019	8/15/2021	0.0252	250,000.00		051-0000-126.00-00	Debt Service CD	76117501
NPAIT	CDARS	120485	8/29/2019	8/26/2021	0.0245	2,600,000.00		051-0000-126.00-00	Debt Service CD	76117501
29 Pinnacle Fremont	CD	7200010205	9/27/2019	9/27/2021	0.0207	846,000.00		051-0000-126.00-00	Debt Service CD	76115901
Pinnacle Fremont	CD	7200010206	9/27/2019	9/27/2021	0.0207	250,000.00		051-0000-123.00-00	Restricted Trust Fossil	70110001
					_		_			
					=	23,571,000.00	<b>=</b>			
Investments by Bank						F 000 000 00				
Pinnacle Fremont						5,296,000.00				
First National Bank						4,175,000.00				
First State Bank						2,000,000.00				
Cornerstone						9,500,000.00				
NPAIT					_	2,600,000.00				
					=	23,571,000.00	≣			
Investments by Fund										
Electric						12,828,500.00				
Water						875,000.00				
Sewer						8.367,500.00				
Gas						1,500,000.00				
					_	23,571,000.00	-			
						-,,				

## **STAFF REPORT**

TO: Utility & Infrastructure Board

FROM: Jan Rise, Administrative Services Director

DATE: December 10, 2019

SUBJECT: Renew General Liability and Excess Liability Insurance 2019-2020

**Recommendation**: Approve and recommend to the City Council the Department of Utilities' general and excess liability insurance renewal proposal for December 31, 2019 to December 31, 2020 in the amount of \$134,818.

**Background:** The results achieved on the liability insurance renewal far exceed those currently being experienced in the liability insurance marketplace. Excess liability markets are trying to leverage rate increases of 25 percent plus, due to reduced market capacity and catastrophic losses in the utility insurance market.

The DU insurance consultant, Aon Risk Solutions (Aon), negotiated a 1.8 percent premium increase for a renewal premium of \$113,000 for excess liability with Associated Electric & Gas Insurance Services Limited (AEGIS). AEGIS is a mutual insurer formed by and serving the electric and natural gas utility industry. AEGIS also is offering a continuity credit to its members with 2019 renewals. Fremont's credit is \$7,594, which is deducted from the renewal premium. The premium is subject to a three percent Nebraska surplus lines tax of \$3,163. This policy provides \$10,000,000 in excess liability insurance.

In addition, Aon negotiated a 2.7 percent increase for a renewal premium of \$26,249 for primary general liability with Everest National Insurance Company (Everest). This policy provides \$1,000,000 per occurrence and \$2,000,000 aggregate limit with no deductible. (The overall premium increased 7.9 percent due to increases in the Utilities' operational payroll.)

The resulting renewal proposal for the December 31, 2019-2020 coverage period includes a combined premium of \$134,818 in comparison to last year's premium of \$131,089. (The comparison includes the surplus lines tax on the excess liability premium.) Staff's recommendation is to renew the expiring liability insurance program with Everest and AEGIS in the amount of \$134,818.

Fiscal Impact: Budgeted \$134,818

# General Liability and Excess Liability Proposal

12-31-19 to 12-31-20



## City of Fremont Department of Utilities

400 E Military Fremont, NE 68025



Aon Risk Solutions
Aon Power and Energy

17807 Burke Street, Suite 401 Omaha, NE 68118 Phone: (402) 697.1400

(800) 729.1011

Fax: (402) 697.0017

Aon Risk Services Central, Inc.

Aon Risk Insurance Services Central, Inc. CA License #OD04043

## **CLIENT SERVICE TEAM**

Each client is vitally important to Aon Risk Services Central, Inc. To ensure you receive the proper service, an account management team has been assembled for **City of Fremont Department of Utilities.** 

Account Management	E-mail	Phone Number
Gary Wagner, AAI, AIC, CPSR	Gary.Wagner@aon.com	402.697-5285
Vice President		
Robert Patton		
Account Manager	Robert.Patton@aon.com	402-697-5211
Certificates of Insurance		
Certificate Requests	Acs.chicago@aon.com	402.697-5215
		402.697-1594 (Fax)
Brokerage		
Kerri Leahy	Kerri.Leahy@aon.com	857.301.4501
Vice President		
Global Power Practice		
Lisa Souza		
Associate Broker	Lisa.Souza@aon.com	401.553.6641
Global Power Practice		
<b>Surety Bonds</b>		
Chris Troha	Chris.Troha@aon.com	312.381.4590
Surety Broker		
<b>Technical Services - Claims</b>		
JoLynn Gaul	JoLynn.Gaul@aon.com	402.697-5226
Casualty Claims Leader		

Aon Risk Services Central, Inc.Mailing Address:17807 Burke Street, Suite 401P. O. Box 3307Omaha, Nebraska 68118Omaha, NE 68103-307

**After Hours Emergency Number** 

402.978.8104

Office Hours: 8:00 AM – 5:00 PM (CST) Mon – Fri CA License No. 0D04043

## A.M. Best Ratings

	AM Best Rating	Admitted or Non Admitted	Line of Business
Everest	A+/ XV	Admitted	General Liability
AEGIS	A/ XIV	Non Admitted	Excess Liability

## Financial Strength Ratings

A **Best's Financial Strength Rating (FSR)** is an opinion as to an insurer's financial strength and ability to meet its ongoing obligations to policyholders.

	Rating	Descriptor	Definition
ā	A++, A+	Superior	Assigned to companies that have, in our opinion, a superior ability to meet their ongoing obligations to policyholders.
Secure	A, A-	Excellent	Assigned to companies that have, in our opinion, an excellent ability to meet their ongoing obligations to policyholders.
Š	B++, B+	Good	Assigned to companies that have, in our opinion, a good ability to meet their ongoing obligations to policyholders.
	В, В-	Fair	Assigned to companies that have, in our opinion, a fair ability to meet their ongoing obligations to policyholders, but are financially vulnerable to adverse changes in underwriting and economic conditions.
	C++, C+	Marginal	Assigned to companies that have, in our opinion, a marginal ability to meet their ongoing obligations to policyholders, but are financially vulnerable to adverse changes in underwriting and economic conditions.
pple	C, C-	Weak	Assigned to companies that have, in our opinion, a weak ability to meet their ongoing obligations to policyholders, but are financially vulnerable to adverse changes in underwriting and economic conditions.
Vulnerable	D	Poor	Assigned to companies that have, in our opinion, a poor ability to meet their ongoing obligations to policyholders and are financially very vulnerable to adverse changes in underwriting and economic conditions.
>	E	Under Regulatory Supervision	Assigned to companies (and possibly their subsidiaries/affiliates) that has been placed by an insurance regulatory authority under a significant form of supervision, control or restraint whereby they are no longer allowed to conduct normal ongoing insurance operations. This would include conservatorship or rehabilitation, but does not include liquidation. It may also be assigned to companies issued cease and desist orders by regulators outside their home state or country.
	F	In Liquidation	Assigned to companies that have been placed under an order of liquidation by a court of law or whose owners have voluntarily agreed to liquidate the company. Note: Companies that voluntarily liquidate or dissolve their charters are generally not insolvent.
	S	Suspended	Assigned to companies that have experienced sudden and significant events affecting their balance sheet strength or operating performance whereby the rating implications cannot be evaluated due to a lack of timely or adequate information.

## **Not Rated Categories**

Assigned to companies reported on by A.M. Best, but not assigned a Best's Rating. The five categories are as follows:

NR-1: Insufficient Data.	NR-2: Insufficient Size and/or Operating Experience.	NR-3: Rating Procedure Inapplicable
NR-4: Company Request.	NR-5: Not Formally Followed.	

## Financial Size Categories

To enhance the usefulness of our ratings, A.M. Best assigns each letter rated (A++ through D) insurance company a **Financial Size Category (FSC)**. The FSC is designed to provide a convenient indicator of the size of a company in terms of its statutory surplus and related accounts.

Class I	Less than 1,000,000	Class IX	250,000,000 to 500,000,000
Class II	1,000,000 to 2,000,000	Class X	500,000,000 to 750,000,000
Class III	2,000,000 to 5,000,000	Class XI	750,000,000 to 1,000,000,000
Class IV	5,000,000 to 10,000,000	Class XII	1,000,000,000 to 1,250,000,000
Class V	10,000,000 to 25,000,000	Class XIII	1,250,000,000 to 1,500,000,000
Class VI	25,000,000 to 50,000,000	Class XIV	1,500,000,000 to 2,000,000,000
Class VII	50,000,000 to 100,000,000	Class XV	2,000,000,000 or greater
Class VIII	100,000,000 to 250,000,000		

## **NAMED INSURED**

Entity*	Federal Employer Identification # (FEIN)
City of Fremont Department of Utilities	

<sup>\*</sup> The first entity listed should be the First Named Insured to be shown on the dec page of each policy.

Please notify your Aon representative if additional entities need to be added to this schedule.



## **EXECUTIVE SUMMARY**

#### Market Overview

The liability market experienced significant upward pressure on rates as 2019 progressed, with notable reduction in capacity in London for utility clients. The industry mutuals remain relatively stable, with rating impacts focused on those with loss activity or exposure concerns. Excess markets are trying to leverage 25%+ rate increases, as capacity continues to reduce. Utility clients with losses, and those with California wildfire, gas exposures, and dam exposures are most impacted. It is anticipated continued rate pressure and hardening excess casualty market conditions in 2020. Expect industry mutuals to continue seeking rate sufficiency and up to a 10% lift in premium, with the greatest focus on those with losses and specific risk exposures such as California wildfire, gas exposures, and dam exposures. Excess markets are anticipated to seek +/- 25% rate increases, with reduced capacity and catastrophic losses driving rates upward.

#### Primary General Liability

The City of Fremont Department of Utilities maintains a primary general liability policy for \$1m per occurrence limit and \$2m annual aggregate limit with Everest National Insurance Company. The general liability policy is a guaranteed cost policy with no deductible.

The Everest is a primary general liability for the Fremont Department of Utilities' gas and electric operations. This was added in 2016 and allowed Fremont Department of Utilities to insure its \$500k self-insured exposure and increase its self-insured retention for electric operations to \$1m on Fremont Department of Utilities 's AEGIS excess liability policy for a corresponding reduction in AEGIS premium to offset the Everest premium.

For 2019 renewal, Everest required a rate increase of 2.7% on its primary general liability policy due to overall market trends from incurred losses and not specific to Fremont Department of Utilities change in exposures or performance. The general liability operational payroll exposures for Fremont Department of Utilities increased 5.3% compared to 2018, which resulted in an overall premium increase of 7.9%, or \$2,065, to \$26,249. This premium includes \$202 for the Terrorism Risk Insurance Act coverage and does not include commissions. The policy coverage, terms and conditions remain as expiring.

## **Excess Liability**

The City of Fremont Department of Utilities also maintains \$10m in excess liability insurance through Associated Electric and Gas Insurance Services, a mutual insurer formed by and serving the electric and gas utility industry. AEGIS is the excess liability market of choice for electric and gas distribution utilities due to its broad policy form, stability and singular purpose of serving the utility industry and a consistent appetite for utility risks that very few commercial market insurers have consistently exhibited. Currently there is not a comparable coverage form available in the marketplace at a competitive price.

The AEGIS excess liability policy provides coverage generally excess of the following:

- \$5m primary general liability insurance for other than electric and natural gas utility operations, provided by the Nebraska LARM pool
- \$5m primary automobile liability insurance for all operations, provided by the Nebraska LARM pool
- \$1m primary general liability insurance for natural gas and electric utility operations, provided by Everest



AEGIS had indicated that a rate increase would be required to keep up with trending costs associated with overall losses. Aon was able to limit this to a 1.8% premium increase, or \$2,000, for a renewal premium of \$113,000, inclusive of \$4,500 for TRIA. Based on the increased general liability operational payroll exposures and revenues, the composite rate was reduced when compared to 2018. These premiums do not include commissions. The 2019 AEGIS continuity credit increased 5.3% to \$7,594.

AEGIS amended its policy coverage form in 2019, but there were no material changes to the coverage. The new policy coverage form has embedded some of the mandatory endorsements within the policy form as well as grammatical corrections. Overall the policy includes less endorsements than expiring with no material changes in coverage.

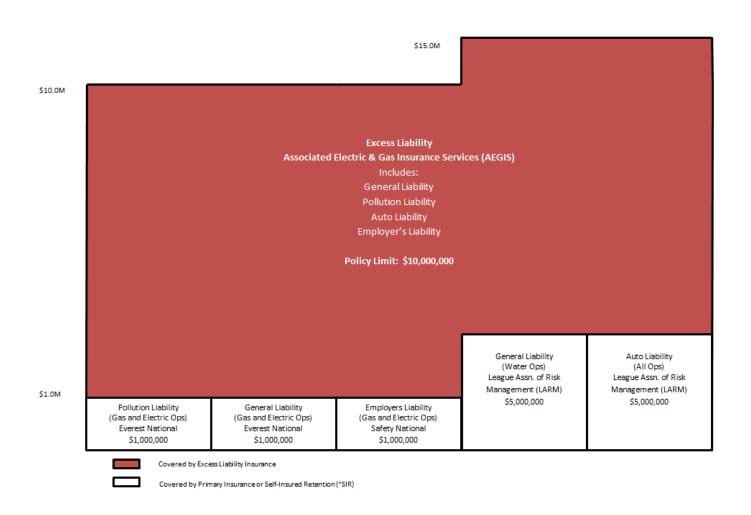
The AEGIS excess liability premium is non-admitted and subject to 3% Nebraska surplus lines tax of \$3,163 while the Everest general liability premium provides admitted coverage and is not subject to surplus lines tax.

#### Summary and Recommendation

Included with the proposal are the Everest and AEGIS quotes along with a year-over-year comparison exhibit. Aon is pleased with the results achieved under the current market conditions and it is recommended that the City of Fremont Department of Utilities bind the primary general liability program with Everest and the excess liability program with AEGIS as quoted.

We appreciate our partnership with Fremont Department of Utilities and look forward to discussing the renewal results if you should have any questions.

## **Current Primary and Excess Liability Structure**



**Renewal Cost Comparison** 

	General Li	ability			
	2	018-2019	2	019-2020	% Change
		Renewal	F	Renewal	% Change
General Liability Premium	\$	24,002	\$	26,047	
TRIPRA (Terrorism)	\$	182	\$	202	
Policy Premium	\$	24,184	\$	26,249	7.9%

Excess Liability				
	2018-2019	2019-2020 Renewal	% Change	
	Renewal			
Excess Liability Premium	\$ 106,500	\$ 108,500		
TRIPRA (Terrorism)	<u>\$ 4,500</u>	<b>\$</b> 4,500		
Premium Subtotal	\$ 111,000	\$ 113,000	1.8%	
Continuity Credit	(\$ 7,209)	(\$ 7,594)	5.3%	
Policy Premium	\$ 103,791	\$ 105,406	1.5%	
Surplus Lines Tax (3%)*	\$ 3,114	\$ 3,163		

	<u>Expiring</u>	Renewal	% Change
TOTAL PROGRAM COSTS	\$ 131,089	\$ 134,818	2.8%

## **Commercial General Liability**

This policy will pay sums the insured becomes legally obligated to pay as damages because of bodily injury or property damage. In addition, the bodily injury or property damage must be caused by an occurrence that takes place in the coverage territory. Coverage is also afforded for personal and advertising injury.

Occurrence basis means that the policy will respond only if the injury or damage occurs during the policy period.

Claims-Made basis means that the policy will respond only if the injury or damage is reported to the insurer during the policy period and occurred after the retroactive date.

INSURANCE COMPANY: EVEREST NATIONAL INSURANCE COMPANY

POLICY NUMBER: TBD

POLICY PERIOD: DECEMBER 31, 2019 TO DECEMBER 31, 2020

LIMITS OF INSURANCE: General Liability (Occurrence Form)

\$ 2,000,000 General Aggregate (Other than Products/Completed Operations)

\$ 2,000,000 Products & Completed Operations Aggregate

\$ 1,000,000 Personal & Advertising Injury

\$ 1,000,000 Each Occurrence

\$ 1,000,000 Damage to Premises Rented - Fire, Explosion, Lightning, Smoke,

Water

\$ 10,000 Medical Expense (Any One Person)

**RATING BASIS: PAYROLL** 

\$ 956,189 Gas Companies – Natural Gas – Local Distribution

\$ 1,520,424 Electric Light or Power Companies

#### **NOTABLE TERMS & CONDITIONS:**

(Please refer to the policy for a complete list of terms and conditions)

- Notice of Cancellation to Insured 90 days, 10 days for non-payment
- Notice of Cancellation to Third Party Blanket 30 days
- Additional Insured Automatic when required by written contract
- Waiver of Subrogation Automatic when required by written contract
- Primary and Noncontributory coverage when required by contract
- Contractual Liability Railroads
- Organic Pathogen, Mold or Fungus Exclusion
- Absolute Asbestos Exclusion
- Absolute Lead Exclusion
- Radioactive Matter Exclusion
- Employment Related Practices Exclusion
- Nuclear Energy Liability Exclusion
- Knowledge and Notice of Occurrence
- Limitation of Coverage to Designated Ongoing Operations Endorsement Electric & gas operations, including operation and maintenance of power generation systems
- Limited Coverage Failure to Supply \$1,000,000 Aggregate
- Nebraska Governmental Immunity Endorsement
- Incidental Medical Services Coverage
- Limited Contractual Liability Coverage for Personal & Advertising Injury Blanket
- Amended Pollution Exclusion to include Sudden and Accidental
- Composite Rating Plan Endorsement

## **Excess Liability** (Claims-Made Policy)

This policy provides excess coverage for legal liability to third parties arising out of bodily injury and property damage liability losses suffered by those third parties.

INSURANCE COMPANY: ASSOCIATED ELECTRIC & GAS INSURANCE SERVICES

POLICY NUMBER:

POLICY PERIOD: **DECEMBER 31, 2019 TO DECEMBER 31, 2020** 

**RETROACTIVE DATE: NOVEMBER 12, 1986** 

\$10,000,000 Each Occurrence **LIMITS OF INSURANCE:** 

\$20,000,000 General Aggregate of the policy

As described in policy Joint Ventures

\$10,000,000 Aggregate limit for each of the following:

**Pollution Liability** Failure to Supply \*

Products/Completed Operations\*

 Medical Malpractice\* Wild Fire Liability\*

\*Subject to \$20,000,000 General Aggregate of the Policy

DEDUCTIBLES/	\$ 2,000,000	AGGREGATE -	– General Liability
UNDERLYING LIMITS:	\$ 1,000,000	ANY ONE OCCURRENCE -	- GENERAL LIABILITY (GAS & ELECTRIC)
	\$ 5,000,000	ANY ONE OCCURRENCE -	- GENERAL LIABILITY (WATER OPERATIONS)

\$ 1,000,000 ANY ONE OCCURRENCE - POLLUTION LIABILITY \$ 5,000,000 ANY ONE OCCURRENCE - AUTO LIABILITY ANY ONE OCCURRENCE - EMPLOYER'S LIABILITY \$ 1,000,000

CENEDAL LIABILITY

#### **NOTABLE TERMS & CONDITIONS:**

DEDUCTION FOL

(Please refer to the policy for a complete list of terms and conditions)

2 000 000

- Methyl Tertiary-Butyl Ether and Lead Exclusion Water Operations only
- AEGIS Employment Practices Liability Endorsement
- AEGIS Employment Practices Liability Exclusion
- AEGIS Nebraska Government Immunity Endorsement
- AEGIS Member with Voting Rights Endorsement
- Member Voting Rights Endorsement
- Primary Insurance and Noncontributory Endorsement
- Additional Insured Blanket Basis
  - Notice of Cancellation to Insured 90 days, 10 days for non-payment
- Terrorism Exclusion Endorsement if coverage not purchased
- Terrorism Limits Endorsement

	City of Fremont Department of Util	itios	
	General Liability Coverage Compar		
Carrier	Everest National	Everest National	YOY Delta
Policy Term:	12/31/2018 - 12/31/2019	12/31/2019 - 12/31/2020	101 Beita
Rating Basis (per 1,000 of GL operational payroll):	\$2,346,091	\$2,476,613	5.3%
Composite Rate:	\$10.2306	\$10.5170	2.7%
Deposit Premium:	\$24,184	\$26,249	7.9%
Minimum Premium:	N/A	N/A	
Minimum Earned Premium:	N/A	N/A	
Payable:	Agency Bill - Lump Sum	Agency Bill - Lump Sum	
LIMITS OF LIABILITY:			
General Aggregate:	\$2,000,000	\$2,000,000	
Products Completed Operations Aggregate:	\$2,000,000	\$2,000,000	
Each Occurrence - Bodily Injury & Property Damage:	\$1,000,000	\$1,000,000	
Personal & Advertising Injury Liability Limit:	\$1,000,000	\$1,000,000	
Failure to Supply Aggregate Limit:	\$1,000,000	\$1,000,000	
Damage to Rented Premises - Any One Premises:	\$1,000,000	\$1,000,000	
Medical Expense Limit - Any One Person:	\$10,000	\$10,000	
Employee Benefits Liability Per Claim:	N/A	N/A	
Employee Benefits Liability Aggregate:	N/A	N/A	
Time Element Pollution Per Occurrence:	subject to the per occurrence limit	subject to the per occurrence limit	
Time Element Pollution Aggregate:	subject to the general aggregate limit	subject to the general aggregate limit	
DEDUCTIBLES:			
General Liability:	NIL	NIL	
Employee Benefits Liability:	N/A	N/A	
Time Element Limited Pollution Liability	NIL	NIL	
GENERAL LIABILITY COVERAGE:	ISO Form CG 00 01 04-13 edition	ISO Form CG 00 01 04-13 edition	
Nebraska Governmental Immunity Endorsement	Y - New	Υ	
Additional Insured - Blanket Basis (as required in a written agreement)	Y	Υ	
Blanket Waiver of Subrogation - Scheduled Person or	Y	Υ	
Organization where required by contract	(GL enhancement form)	(GL enhancement form)	
Broad Form Named Insured	Y > 50% ownership except for JVs, LLCs, LLPs	Y > 50% ownership except for JVs, LLCs, LLPs	
broad Form Named Insured	(GL enhancement form)	(GL enhancement form)	
Business Continuity	N	N	
Composite Rated	Y - subject to annual audit	Y - subject to annual audit	
Contractual Liability – Railroads	Y	Y	
Contractual Liability (excluding breach of contract)	Y	Y	
Coverage For Injury to Leased Workers	N	N	
Coverage Territory	United States, its possessions, territories, Canada	United States, its possessions, territories, Canada	
- corange remains	& Puerto Rico	& Puerto Rico	
Employees as Insured - includes Leased Workers and Volunteers	Y	Y	
Fellow Employee Exclusion Deleted	Υ	Υ	
Host Liquor Liability	Y	Y	
In Rem	N	N	
Incidental Medical Malpractice	Y	Y	
Increased Supplementary Limits - in addition to limits	Y - increased Bails Bonds \$1,000 and Loss Of Earnings \$500 per day (GL enhancement form)	Y - increased Bails Bonds \$1,000 and Loss Of Earnings \$500 per day (GL enhancement form)	
Knowledge of Occurrence	Y	Y	
Liberalization Clause	N	N	
Modified Definition of Bodily Injury to include Mental Anguish	Y	Y	
Modified Definition of Coverage Territory - coverage applies anywhere for suits brought back to the United States, its possessions, territories, Canada & Puerto Rico	Y	Y	
Modified Definition of Personal and Advertising Injury - includes third party discrimination and humiliation	N	N	
Modified Expected or Intended Injury Exclusion - does not apply to bodily injury or property damage resulting from the use of reasonable force to protect persons or property	Y	Y	
Modified Personal and Advertising Injury Contractual Liability Exclusion - amended to include coverage for insured contracts	Y	Y	
Newly Acquired or Formed Entity – Automatic coverage	Y - 180 days > 50% ownership except for JVs, LLCs, LLPs	Y - 180 days > 50% ownership except for JVs, LLCs, LLPs	
Non-Owned Aircraft	Y - liability assumed under insured contract	Y - liability assumed under insured contract	
Non-Owned Watercraft	Y - less than 50 feet (GL enhancement form)	Y - less than 50 feet (GL enhancement form)	
Notice of Cancellation	Y - 90 days	Y - 90 days	
Notice of Cancellation to Third Parties	Y - 30 days	Y - 30 days	
Notice of Occurrence	Y	Υ	
	(GL enhancement form)	(GL enhancement form)	
Premises Medical Expense Coverage - no fault coverage	Y	Y	
Primary and Noncontributory	Y	Υ	
Property Damage to Alienated Premises Exclusion	N N	N	
Deleted Pro-Rata Cancellation, rating downgrade	N	N	
Separation of Insureds	Y	Y	
Terrorism	Y	Y	
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Page 39 of 54 Agenda Item #6

	I	
Time Element Limited Pollution Liability	Y - subject to the per occurrence/general aggregate limits	Y - subject to the per occurrence/general aggregate limits
	Discovery Period: 30 days Notification Period: 90 days	Discovery Period: 30 days Notification Period: 90 days
	new endorsement available - for client review	new endorsement available - for client review
	Forms F00040000047 in aludo	Forms FOC040220247 includes
	Form ECG048230317 includes carveback for hostile fire, Time Element Pollution	Form ECG048230317 includes
	Does not include carve back for HVAC, ongoing	carveback for hostile fire, Time Element Pollution  Does not include carve back for HVAC, ongoing
	ops of Additional Insured but the Time Element	ops of Additional Insured but the Time Element
	terms are better terms	terms are better terms
Unintentional Errors & Omissions (Failure to Disclose	V	Y
Hazards)	(GL enhancement form)	(GL enhancement form)
STANDARD COVERAGE A BI/PD EXCLUSIONS:	(SE CHILDHOMORE FORM)	(SE GINIGHO HOTH)
Aircraft, Auto, Watercraft	Y - see carve backs above	Y - see carve backs above
Contractual Liability	Y - breach of contract	Y - breach of contract
Damage to Impaired Property	Υ	Y
Damage to Property	Υ	Y
Damage to Your Product	Υ	Υ
Damage to Your Work	Υ	Y
Electronic Data	Y	Y
Employers Liability	Y	Y
Expected or Intended Injury	Y same back for back	Y
Liquor Liability	Y - carve back for host liquor	Y - carve back for host liquor
Personal and Advertising Injury Pollution	Y - see coverage B - PI/AI Y - carveback for hostile fire, Time Element	Y - see coverage B - PI/AI Y - carveback for hostile fire, Time Element
Pollution		Pollution via new endorsement form ECG0482303
	17.	17.
	17.	
Product Recall	Υ	Υ
Recording and Distribution or Material In Violation of	Y	Y
Law		
Transportation of Mobile Equipment	Υ	Υ
War	Υ	Y
WC and Similar Laws	Υ	Υ
STANDARD COVERAGE B AI/PI EXCLUSIONS:		
Breach of Contract	Y	Y
Contractual Liability Criminal Acts	Y - carve back for insured contracts	Y - carve back for insured contracts
Electronic Chatrooms	T  Y	Y
Infringement of Copyright, Patent, Trademark or Trade	Y	Y
Secret Secret		
Insureds in the Media Internet Business	Υ	Υ
Knowing Violation of Rights of Another	Y	Y
Material Published Prior to Policy Period	Υ	Υ
Material Published with Knowledge of Falsity	Υ	Y
Pollution	Υ	Y
Quality or Performance of Goods	Y	Y
Recording and Distribution or Material In Violation of	Y	Y
Law		
Unauthorized Use of Another's Name or Product	Y	Y
War	Y •	Y  Y
Wrong Description of Prices NOTABLE EXCLUSIONS:		
Access or Disclosure of Confidential or Personal	Y - with carve back for limited bodily injury	Y - with carve back for limited bodily injury
Information	and the same same and a same injury	The state of the s
Asbestos	Υ	Υ
Designated Ongoing Operations Endorsement	Y- Electric and Gas Utility Operations	Y- Electric and Gas Utility Operations
Employment Practices	Υ	Υ
Failure to Supply	Y - with carve back for sudden and accidental injury to tangible property	Y - with carve back for sudden and accidental injury to tangible property
Fungi/Bacteria	Υ	Y
Known, Continuous, Progressive Injury or Damage	Y	Y
Lead	Y	Y
Nuclear Energy	Υ	Y
Radioactive Matter	Υ	Y
Silica	Υ	Y
Unmanned Aircraft	Y	Y

Page 40 of 54 Agenda Item #6

	City of Fremont Department of Utilit Excess Liability Coverage Comparis		
Carrier	AEGIS	AEGIS	YOY
			Delta
Policy Term	12/31/2018 - 12/31/2019	12/31/2019 - 12/31/2020	
Annual Premium	\$106,500	\$108,500	1.9%
TRIA Premium	\$4,500	\$4,500	0.0%
Total Premium Continuity Credit	\$111,000  -\$7,209	\$113,000  -\$7,594	1.8%
FOTAL DUE:	\$103,791	\$105,406	5.3% 1.5%
Payable	Agency Bill - Lump Sum	Agency Bill - Lump Sum	1.5%
Premium Due Date to Insurer	20 days from inception	20 days from inception	+
Minimum Earned Premium	N/A	N/A	_
Policy Retro Date	11/12/1986	11/12/1986	1
Policy Form:	AEGIS Policy Form 8100 (01/2017)	AEGIS Policy Form 8100 (08/2019)	+
POLICY LIMITS:	AEGIS	AEGIS	
Each Occurrence*	\$10,000,000	\$10,000,000	
General Aggregate	\$20,000,000	\$20,000,000	
Joint Venture Each Occurrence: Per Limit of Liability	percentage of interest calculation	percentage of interest calculation	
Section I.(B)(9) *			
Combined Products Liability and Completed Operations Liability Aggregate*	\$10,000,000	\$10,000,000	
Failure to Supply Liability Aggregate*	\$10,000,000	\$10,000,000	
Designated Services Professional Liability Aggregate	N/A - optional coverage	N/A - optional coverage	
Medical Malpractice Injury Each Occurrence*	\$10,000,000	\$10,000,000	+
Wildfire Liability Aggregate*	\$10,000,000	\$10,000,000	
Pollution Liability Aggregate	\$10,000,000	\$10,000,000	1
Employment Practices Liability Aggregate*	N/A - optional coverage	N/A - optional coverage	+
Subject to the \$20,000,000 General Aggregate		.,	
UNDERLYING SCHEDULE OF LIMITS:	AEGIS	AEGIS	
A: Insured or Uninsured - Any One Occurrence	,		
General Liability	\$1,000,000	\$1,000,000	
General Liability - Water Utility Operations only	\$5,000,000	\$5,000,000	
Pollution Liability	\$1,000,000	\$1,000,000	
Automobile Liability	\$5,000,000	\$5,000,000	
Employer's Liability	\$1,000,000	\$1,000,000	
B: Any one occurrence not covered by underlying	\$500,000	\$500,000	
insurance			
AEGIS ENDORSEMENT DESCRIPTION:	ENDORSEMENT NUMBER:	ENDORSEMENT NUMBER:	
OFAC Exclusion	1	Part of AEGIS Policy Form 8100 (08/2019)	
Telephone Consumer Protection Act and Similar Law Exclusion	2	Part of AEGIS Policy Form 8100 (08/2019)	
Nuclear Energy Liability Exclusion	3	Part of AEGIS Policy Form 8100 (08/2019)	_
Employment Practices Liability Endorsement	4	1	
(coverage not purchased) Employment Practices Liability Exclusion	<u> </u>	2	
Coverage Amendment Endorsement	5 6	Σ	
("attributable to the electric, gas, water or sewage	0		
operations of the Fremont Nebraska Department of		3	
Utilities serving the City of Fremont, the City of Cedar		3	
Bluffs and surrounding areas")			
	AFCIC has agreed to amond evaluation to apply for		
Methyl Tertiary-Butyl Ether and Lead Exclusion	AEGIS has agreed to amend exclusion to apply for "water operations only" - Endt 7	4	
Primary Insurance Endorsement (Amended Condition (H)	· · · · · · · · · · · · · · · · · · ·		
Other Insurance)	to include primary and non-contributory - Endt 8	5	
Naharaha Osaara			
Nebraska Governmental Immunity Endorsement	9	6	
Additional Insureds - Blanket Basis (Certificate Holders)	10	7	
Amended Notice of Cancellation Endorsement	11		+
(90 days for Non-Renewal,10 days for Non-Payment, 30			
days for Third Parties required by written contract)		8	
Amended Exclusion (F) (1) and (F) (2) Endorsement	12	Part of AEGIS Policy Form 8100 (08/2019)	
(Water and Waste Operations)			
(amends the pollution exclusion to also include "waste			
water transportation system" with 7 day Discovery			
Period, 30 day Notification Period)			
Revised Exclusion (A) Endorsement	13	Part of AEGIS Policy Form 8100 (08/2019)	
Watercraft excess of 75 feet, Manned or Unmanned			
Aircraft - no more than 30 days)			
Failure to Supply Exclusion Amendatory Endorsement	14	Part of AEGIS Policy Form 8100 (08/2019)	
(110% Electricity, 100% Gas or Water)			
	15	Part of AEGIS Policy Form 8100 (08/2019)	
Amonded Definition (M) Incured's Product Endomores	15	rait of AEGIO Policy Form 8 100 (08/2019)	
· ·			
(amends definition to include "Insured's water storage or			
(amends definition to include "Insured's water storage or			
(amends definition to include "Insured's water storage or water delivery system")	17	10	
(amends definition to include "Insured's water storage or water delivery system")  Member with Voting Rights Endorsement		10	
Amended Definition (M) Insured's Product Endorsement (amends definition to include "Insured's water storage or water delivery system")  Member with Voting Rights Endorsement Terrorism Limits Endorsement	17 AEGIS has removed the Member Terrorism	10	
amends definition to include "Insured's water storage or vater delivery system")  Member with Voting Rights Endorsement	17 AEGIS has removed the Member Terrorism Aggregate/\$250M Shared Terrorism Aggregates from	10 12 (Or Endt 11 to exclude Terrorism)	
amends definition to include "Insured's water storage or water delivery system")  Member with Voting Rights Endorsement	17 AEGIS has removed the Member Terrorism		
amends definition to include "Insured's water storage or water delivery system")  Member with Voting Rights Endorsement	AEGIS has removed the Member Terrorism Aggregate/\$250M Shared Terrorism Aggregates from their excess policy. This means that terrorism is now		

16

Business Continuity Endorsement

Page 41 of 54 Agenda Item #6

## **Acknowledgement and Instruction to Bind**

We hereby acknowledge receipt and review of the information presented in the Renewal Proposal ("Proposal") dated 12/02/19 for general liability and excess liability coverage and provided in the attached Quote Disclosure Report (QDR) dated 12/01/19. We hereby instruct Aon Risk Services Central, Inc. ("Aon"; "Commercial Risk Solutions") to bind the insurance program(s) selected by us and understand that our instruction to bind constitutes an acceptance of the terms and conditions and payments described in this Renewal Proposal.

Date:	On behalf of City o	On behalf of City of Fremont Department of Utilities					
Optional Quotes:		Accept	Decline				
TRIA Options:							
General Liability - \$ 202							
Excess Liability - \$4.500							

#### **AON HAS GONE GREEN**

Aon Risk Solutions is committed to reducing the time you spend managing and filing confidential paperwork, and we are also committed to reducing our impact on the environment. Therefore, we are excited to announce changes to our policy document delivery model. Your renewal policies will be sent via electronic delivery. Electronic versions of your policies will be available to you 24/7 through the Client Service Access (CSA) tool in AonLine, Aon's client portal. You will receive an email alert indicating a new policy is available through Client Services Access. Just click the link in the email to start the process of registering and accessing your documents.



#### **City of Fremont Department of Utilities Quote Disclosure Report**

Trade ID	Program	Line Of Business	Carrier	Carrier Response	Carrier Declination Reason	Premium <sup>2</sup>	Quoted ARS Commission	National Additional Commission Rate <sup>3</sup>	Intermediary, if applicable	Intermediary Commission	ARS Fee <sup>4</sup>	Total ARS Income <sup>1,5,7</sup>	Total Cost to Client (Premium + Fee) <sup>6</sup>	Currency
Policy Term:	12/31/2019 To 12	2/31/2020												
71000073215	Excess Liability 8 Coverage-Aegis Grp	Excess Liability Coverage	Assoc Electric & Gas Ins Serv Ltd -AEGIS	Quoted	N/A	\$105,406.00	N/A	N/A	N/A	N/A	N/A	N/A	\$105,406.00	USD
	General Liability Coverage-Everest	, ,	Everest National										. ,	
71000073215	Reinsurance Group	General Liability Coverage	Insurance Co	Quoted	N/A	\$26,249.00	N/A	N/A	N/A	N/A	N/A	N/A	\$26,249.00	USD

Presentation Date:Sunday, December 01, 2019

#### Disclosures

1. The Aon company listed in the Instructions to Bind of this Proposal is the licensed insurance producer in your state (hereinafter referred to as "Aon Producer"). Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance for purchasers. The role of the producer in any particular transaction involves one or more of these activities. Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurance contract(s) the purchaser selects, compensation will be paid by the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In placing, renewing, consulting on or servicing your insurance coverages, Aon Producer and its affiliates ("Aon") may participate in contingent commission arrangements with insurance companies that provide for additional contingent compensation, if, for example, certain underwriting, profitability, volume or retention goals are achieved.

Such goals are typically based on the total amount of certain insurance coverages placed by Aon with the insurance company, not on an individual policy basis. As a result, Aon may be considered to have an incentive to place your insurance coverages with a particular insurance company. The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by contacting your Account Executive or emailing Aon Email Box. Where Aon participates in contingent commission arrangements with insurance companies, Aon may be entitled to additional commission in the range of 0 to 6% depending upon whether and when specified thresholds are achieved.

- 2. Aon Producer receives premiums Clients pay for remittance to carriers, as well as refunds insurance companies pay for remittance to Clients, and deposits these payments into fiduciary accounts in accordance with applicable insurance laws until they are due to be remitted. Aon Producer will retain the interest or investment income earned while such funds are on deposit pursuant to those laws and carrier agreements.
- 3. Notwithstanding whether any commission amounts are shown in the Quoted Aon Producer Commission column, Aon Producer has nationally-agreed commission rates with some carriers for certain lines of business and/or for outsourced administrative services performed on the carrier's behalf. Where there is a Nationally Agreed Commission Rate shown, Aon Producer expects to earn this commission rate on the premium amount quoted herein. Collecting this commission will not change in any way the Premium quoted above.
- 4. When a carrier does not pay Aon Producer an amount sufficient to cover the brokerage and administrative services performed by Aon Producer may charge such fees to the client as Aon Producer deems necessary and where permitted by applicable law.
- 5. Total Aon Producer Income equals the sum of the commission Aon Producer will receive from the Carrier, including quoted or nationally agreed commissions (as applicable), and the Aon Producer fee, if any. Commission is calculated by multiplying the Premium amount by applicable commission rates.
- 6. The Total Cost to Client is Premium (inclusive of all Aon Producer commission) plus Aon Producer Fee (if applicable). Total Cost to Client does not include applicable state fees, surcharges, or taxes assessed on the policy.
- 7. Aon Producer offers Data and Analytics tools that provide You access to reports and analytics including those related to insurers' capabilities, benchmarking and program design. To receive and access Aon Producer' Data and Analytics tools and information, Aon Producer assesses a Data and Analytics charge, separate from any premiums due and calculated based on an amount of up to \$500 per policy, where legally permitted to do so, or as indicated in Your service fee agreement. This amount is fully earned upon invoicing. Aon Producer' Data and Analytics tools contain no recommendations, suggestions or advice about the suitability of an insurer's products or services for You or Your organization's needs, and does not take into account individual circumstances. Before acting on the information contained within these tools. You should evaluate Your individual needs and/or those of Your organization and assess Your objectives and situation, and if necessary, seek appropriate advice, including from Your Aon Producer broker.

You acknowledge that the Data and Analytics charge is not a requirement of nor is it a condition to receiving Aon Producer' brokerage services or to the purchase of insurance policies and is in addition to any other compensation earned by Aon Producer hereunder, and your access to these reports and analytics is available throughout the period of your appointment of Aon Producer as your broker.

Page 43 of 54 Agenda Item #6



As Your broker of record, Commercial Risk Solutions ("Aon", "We" or "Us" or "Our") commits to the timely and thorough disclosure of placement strategies, marketing options and broking results. The services We provide to You, Our client ("Client" or "You" or "Your") will be subject to these Commercial Risk Solutions U.S. Business Terms which, unless You and We agree in writing otherwise, are applicable to Our services to You.

#### **Our Services**

We deliver Our services based on the information You give Us or which is given to Us expressly on Your behalf. In preparation for placing or renewing Your insurance coverage, We will consult with You regarding insurance market conditions, the insurers We suggest be approached, Our recommended program options to pursue, and Our marketing strategy on Your behalf. By the conclusion of the marketing process, We will provide You with written information regarding the coverage details, policy terms and conditions provided by the markets.

We will assist You in gathering and preparing the underwriting information and completing insurance applications. We rely on You for the accuracy and completeness of any information You or anyone else provides to Us on Your behalf. We will also rely on You to provide Us promptly with the information needed to deliver the services and to update any information provided where there has been a material change to that information that may affect the scope of delivery of the services, such as the nature of the risk, the insured entities, property values and descriptions of persons to be covered. Applications requiring signature will be signed by You.

We will obtain Your instructions to Us to bind specific programs based on the program proposal We provide. We expect You to carefully review all documents We give You, including binders, policies and endorsements, and to advise Us immediately if You detect any mistakes or believe the contents do not address Your needs or instructions.

Aon will administer Your relationship with insurance companies including, where applicable, issues such as billings in connection with selected programs, data reporting, and compliance with negotiated requirements.

We will provide services unless and until either of us notifies the other that Aon is no longer acting as Your broker of record. Subject to applicable state law and contractual arrangements with insurers, any commissions to which We were entitled are fully earned.

#### **Surplus Lines and Other Government Taxes**

Insurance may not be available in the admitted marketplace for the terms and conditions specified by the Client. In such event, Aon's insurance proposal may include one or more insurers not licensed to transact insurance in the states of exposure and such coverage may be placed as surplus lines coverage pursuant to applicable insurance laws governing the placement of insurance with non-admitted insurers. Persons and entities insured by surplus lines insurers cannot avail themselves of the protection and recovery afforded by the state insurance guaranty funds in the event the surplus lines insurer should become insolvent. The states do not audit the finances or review the solvency of surplus lines insurers.

In some instances, these insurance placements made by Aon or its affiliates on the Client's behalf may require the payment of state surplus lines, excise or other taxes and/or fees in addition to the premium itself. Aon will endeavor to identify any such tax and/or fee in advance, but in all instances the payment of these taxes and/or fees will remain the responsibility of the Client. Aon will invoice the Client for the payment of such taxes and fees where it is Aon's responsibility to do so.



#### **Client Responsibilities**

Aon will deliver the Included Services based upon the information that the Client and its representatives provide. The Client is responsible for the accuracy and completeness of the information and Aon accepts no responsibility arising from the Client's failure to provide such information to Aon. Aon must receive promptly the information to deliver the Included Services as well as the Client's prompt updates to any information where there has been a material change which may affect the scope or delivery of the Included Services, such as a change in the nature of the risk, insured entities, property values and persons or entities to be covered.

To the extent that any portion of Aon's compensation, by operation of law, agreement or otherwise, becomes adjusted or credited to the Client, it is the Client's responsibility to disclose the actual net cost of the brokerage and insurance costs You have incurred to third party(ies) having an interest in such amounts.

#### **Claims Notification to Insurers**

Unless Aon has a specific signed agreement with the Client to the contrary, it is the Client's responsibility to take such steps as are necessary to notify directly those insurers whose policies may apply to any circumstances, occurrences, claims, suits, demands and losses in accordance with the terms and conditions of Your policies. Aon assumes no duty or responsibility with respect to such notifications or monitoring the Client's obligation to place insurers on notice unless undertaken in a separate written agreement. The Client may send copies of such notices to members of Aon staff for informational purposes only, but the receipt of such notice by Aon shall not create additional duties or obligations owed by Aon to the Client nor constitute notice to Your insurers.

#### Contract and Lease Review; General Advice

In instances where Aon provides summaries of contractual requirements or provisions, or any suggested additional or alternative wordings to any contract or lease at the Client's request, such language must be reviewed by the Client's legal advisor before You take action based upon Aon's statements. Aon does not and cannot provide legal advice as to whether the Client's insurance program covers legal obligations contained in the Client's contracts or leases. All descriptions of the insurance coverages are subject to the terms, conditions, exclusions and other provisions of the policies or any applicable regulations, rating rules or plans. Furthermore, it is understood that none of the services provided by Aon are of a legal nature and Aon shall not give legal opinions or provide legal advice or representations.

#### Confidentiality

Aon takes client confidentiality seriously. We have established controls to protect Your information. We are willing to enter an agreement as You may require for the protection of Your confidential data. The Client acknowledges and agrees that the work products provided by Aon are not to be distributed, used or relied upon by third parties without the written consent of both Aon and the Client, except as may be required by Your legal, accounting and non-insurance financial advisors who agree to be bound by this confidentiality agreement.

#### Intermediaries

Aon encourages its retail brokers to approach markets directly (without an intermediary) wherever possible. However, where Aon believes it is in the Client's best interest, We may



recommend the use of intermediaries, including but not limited to co-brokers, sub-brokers, managing general agents/managing general underwriters, wholesale brokers, or reinsurance brokers (collectively, "Intermediary") to assist in the procurement and servicing of the Client's insurance. Aon prefers, wherever possible, to use the services of an Aon-affiliated Intermediary and Aon shall not be responsible for a non-Aon affiliated Intermediary's actual or alleged acts, errors, or omissions or those of its officers, directors or employees. Any and all compensation earned by an Intermediary in connection with the programs shall be in addition to the compensation paid to Aon and shall not be credited against the Fee, if any.

#### Collection and Use of Client Information

Aon gathers data containing information about the Client and Your insurance placements, as well as information about the insurance companies that provide coverage to the Client or compete for the Client's insurance placements. In addition to the information provided by the Client, Aon may collect information from commercially available sources. Such information may include name, address, email address and demographic data.

This information may be shared among Aon affiliated businesses, as well as with third-party service providers acting on Our behalf. In addition to being used to provide services to Aon's customers, the information may be used for business administration, business reporting, statistical analysis, marketing of Aon products or services and providing consulting or other services to insurance companies for which Aon or its affiliates may receive remuneration. Aon takes appropriate measures to protect the privacy and confidentiality of Our customers as well as to comply with applicable laws and regulations. Aon may use or disclose information about Our customers if We are required to do so by law, Aon policy, pursuant to legal process or in response to a request from law enforcement authorities or other government officials.

Due to the global nature of services provided by Aon, the personal information the Client provides may be transmitted, used, stored and otherwise processed outside of the country where the Client submitted that information.

#### **Use of Logos**

Unless otherwise instructed by the Client, Aon will use the Client's logo, pictures, and other publicly available information to effectively market the Client's Programs or for use in Aon's business records.

#### **Premium Remittance**

Premiums paid by the Client to Aon for remittance to insurers and Client premium refunds paid to Aon by insurance companies for remittance to the Client are deposited into fiduciary accounts in accordance with applicable insurance laws until they are due to be paid to the insurance company or the Client. Subject to such laws and the applicable insurance company's consent, where required, Aon will retain the interest or investment income earned while such funds are on deposit in such accounts.

#### **Jury Waiver**

Each party agrees to waive its right to a trial by jury in any lawsuit or other legal proceeding against the other party and/or its parent(s), affiliates, or subsidiaries, in connection with, arising out of or relating to these Commercial Risk Solutions U.S. Business Terms or any services provided to the Client by Aon or its affiliates. In any such action or legal proceeding, neither party shall name, as a defendant any individual employee, officer or director of the other party or its parent(s), affiliates or subsidiaries.



#### **Insurance Proposals and Summaries**

Aon's insurance documents containing proposals to bind coverage, summaries of coverages, and certificates of insurance placed are furnished to clients as a matter of information for Our clients' convenience. These documents summarize proposed and placed policies and are not intended to reflect all the terms, conditions and exclusions of such policies. Moreover, the information contained in these documents reflects proposed or placed coverage as of the effective dates of the proposed policies or the date of the summaries and does not include subsequent changes. These documents are not themselves insurance policies and do not amend, alter or extend the coverages afforded by the proposed or placed policies. The insurance afforded by the proposed or placed policies is subject to all the terms, conditions and exclusions contained in such policies as they are issued by the insurers.

#### **Insurer Solvency**

While Aon only engages insurers who meet certain requirements as established by Us from time to time, We make no representation, guarantee or warranty as to the solvency or ability of any insurer to pay any amounts for insurance claims or otherwise.

#### **Pricing**

Aon does not and cannot guarantee the availability or price of insurance for the Client's risks and is not responsible for fluctuation in the premiums charged by insurers. Aon will rely on the Client to review and approve any calculation or estimation of premium and Aon is not responsible for any loss occasioned as a result of Aon's calculation or estimation of premium and statutory charges that may apply to the Client's insurance.

#### **Mutual Limited Waiver of Liability**

Neither party to these Commercial Risk Solutions U.S. Business Terms shall be liable to the other for any indirect, incidental, special, consequential, exemplary, punitive or reliance damages (including, without limitation, lost or anticipated revenues, lost business opportunities or lost sales or profits, whether or not either party has been advised of the likelihood of such damages) or for any attorney's fees (whether incurred in a dispute or an action against the other, or as alleged damages that any party incurred in any insurance coverage dispute, or otherwise) arising out of services provided by Aon or its affiliates.

#### Standard Terms and Conditions

Aon assumes no responsibility for the adequacy or effectiveness of programs or coverages that We did not implement or place.

Any loss control services, summaries and/or surveys performed by Aon are advisory in nature and are for the sole purpose of assisting the Client in Your development of Your risk control and safety procedures. Such services and/ or surveys are limited in scope and do not constitute a safety inspection nor verify that the Client is in compliance with federal, state and local laws, statutes, ordinances, recommendations, regulations, consensus codes or other standards.

#### **Insurance Producer's Role and Compensation**

The role of the insurance producer such as Aon in any particular transaction involves review with insurance purchasers about the benefits and terms and conditions of insurance contracts and selling insurance. Compensation is paid to the producer based on the insurance contract the producer sells. Depending on the insurer(s) and insurance



contract(s) the purchaser selects, as well as the arrangement between the producer and the purchaser, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects.

Unless applicable state law and regulation or contractual agreement between Aon and insurers states otherwise, any commission that Aon is entitled to receive for any placements is fully earned at inception of the insurance programs described in Our insurance proposals and Aon is entitled to retain such commissions in the event of a midterm cancellation of coverage or a reduction in coverage resulting in a premium adjustment.

To the extent that any portion of Aon's compensation as reflected on its invoices becomes adjusted or credited to Our client, it is the client's responsibility to disclose the actual net cost to the client of the brokerage and insurance costs incurred to third party(ies) having an interest in such amounts.

In placing, renewing, consulting on or servicing Your insurance coverages, Aon and its affiliates ("Aon") may participate in contingent commission arrangements with insurance companies that provide for additional compensation, if, for example, certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Aon with the insurance company or the overall performance of the policies placed with that insurance company rather than on an individual policy basis. As a result, Aon may be considered to have an incentive to place Your insurance coverages with a particular insurance company.

You may obtain information about compensation expected to be received by Aon based in whole or in part on the sale of insurance to You, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to You by Aon by contacting Your Account Executive or emailing: <a href="mailto:aon.us.broking@aon.com">aon.us.broking@aon.com</a>.

#### **Limitation of Liability**

Aon's liability to the Client, in total, for the duration of our business relationship for any and all damages, not otherwise waived under these Commercial Risk Solutions U.S. Business Terms, including costs, expenses and attorneys' fees incurred in any underlying action by the Client that may be or are characterized as "compensatory or other damages", whether based on contract, tort (including negligence), or otherwise, in connection with or related to Our services (including a failure to provide a service) or any other service that We provide shall be limited to a total aggregate amount of US \$2.5 million ("Liability Limitation"), to the fullest extent permitted by law.

This Liability Limitation shall apply to the Client and extend to the Client's parent(s), affiliates, subsidiaries, and their respective directors, officers, employees and agents (hereinafter, each a "Client Group Member" and together, "Client Group") wherever located that seek to assert claims against Aon, and its parent(s), affiliates, subsidiaries and their respective directors, officers, employees and agents (each an "Aon Group Member" and together, "Aon Group"). Nothing in this Liability Limitation section implies that any Aon Group Member owes or accepts any duty or responsibility to any Client Group Member.

If the Client or any Client Group Member asserts any claims or makes any demands against Commercial Risk Solutions or any Aon Group Member for a total amount in excess of this Liability Limitation, then the Client agrees to indemnify Aon for any and all liabilities, costs, damages and expenses, including attorneys' fees, incurred by Aon or any Aon Group Member that exceeds this Liability Limitation.

TO: Utility and Infrastructure Board

FROM: Keith Kontor, Water-Wastewater Superintendent

DATE: December 10, 2019

SUBJECT: Biosolids Management Contractor

**Recommendation:** Recommend to City Council to approve Resolution for Biosolids Management Contractor

**Background:** Approve Biosolids Management contractor and authorize Mayor to sign agreement following review by legal department, with Nun Agronomic Services for assistance in acquiring land for biosolids applications, agronomic rate calculation, permitting of land and following state and EPA regulations.

Nun Agronomics	\$12,000
Nutrient Advisors	\$13,500
Frontier Coop	No Bid

Fiscal Impact: \$12,000/yr. Budgeted

TO: Utility and Infrastructure Board

FROM: Keith Kontor, Water-Wastewater Superintendent

DATE: December 10, 2019 SUBJECT: Purchase Jet Truck

**Recommendation:** Recommend to City Council to approve resolution to purchase New Jet Truck from Mid-Iowa Solid Waste Equipment.

**Background:** The Fremont Water/Sewer department has evaluated different jet trucks to see which would fulfill the needs of the department. Following evaluation of the equipment, the 800-HPR-ECO truck mounted High Pressure Sewer Cleaner was selected to meet the needs of the department. This truck will replace a 2000 Mid-Iowa Jet truck. Pricing was requested using the NJPA/Source well pricing. The cost for the equipment is \$228,487.92

Sourcewell Contract # 122017-SCA

List price 800-HPR-ECO \$156,636.00 Discount \$4,699.08

List Price Freightliner Chassis \$119,344.00 Discount \$44,949.00

Freight & Delivery \$ 2,156.00

Total Cost \$228,487.92

Fiscal Impact: Budgeted

TO: Utility and Infrastructure Board

FROM: Dave Goedeken, Director of Public Works

DATE: December 10, 2019

SUBJECT: Authorize Mayor to Banner Permit with the Nebraska Department of

Transportation (NDOT).

Recommendation: Recommend City Council Approve Resolution

**Background:** The City of Fremont Annually submits a banner permit to the NDOT for permission to place a banner over any highways in City Limits. This would primarily apply to Broad Street/Hwy 77. This is not an application for a specific date or event, as this application covers the entire year of 2020 whether the City places a banner or not.

**Fiscal Impact**: Submittal of the document carries no fiscal responsibilities.

## NEBRASKA

# **Comprehensive Annual Banner Application**

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

and

		Bar	nner Permit
_	Applicant: (Name and Address)		Date:
1	*	) ž	Phone:
			Fax No.:
			Email:
It is the C banners w purposes:  1. to 2. to	vithin the state highway right of way durin	ng calendar yea	braska Department of Transportation (NDOT) to install ar The banners erected will be for the following
		100	
way. Sec highway a	Stat. 39-1359 provides the Departmention 39-1359 states as follows: "The righ	ts-of-way acqu hysical or fund	ontrol the use or occupancy of state highway right-of- lired by the department shall be held inviolate for state ctional encroachments, structures, or uses shall be not of the department."
The City of	T, by approving the City or Village's app	accept and will	d Permit Requirements: abide by the NDOT Banner Policy, dated July 1, 2005. so on the basis of the City or Village's affirmation and
The perm Village ha	s failed to comply with the provisions of ers upon request by the NDOT, the NDC	this permit. In	when the NDOT has actual knowledge that the City or the event that the City or Village has failed to remove e right to remove any or all banners at the expense of
·		ч *	
ř	City or Village		
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	Title of Representative		
DK DK	By (Printed Name)		Nebraska Department of Transportation
			ger

NDOT Form 207, July 17

Agenda Item #9

District Engineer Approval

TO: Utility & Infrastructure Board

FROM: Dean Kavan, Stores Supervisor

DATE: December 10, 2019

SUBJECT: Purchase of 2020 Ford F-150 4x4 crew cab Pickup Truck

Recommendation: Recommend to City Council to approve resolution.

#### **BACKGROUND:**

The Warehouse has budgeted funds for a pickup truck. This new truck will replace a 2006 pickup truck.

Staff recommends purchasing a 2020 Ford F-150 4x4 crew cab truck through the Diers Ford. The 2020 Ford F-150 4x4 crew cab truck from Diers Ford is \$30,425.00 before tax.

#### **FISCAL IMPACT:**

FY 2019-2020 Capital Budget Expenditure of \$30,425.00 (before tax).

F-150 Crew Cob White 3,5 eco boost Auto 4x4 Cloth interior

**BID SUMMARY** 

Cloth Interior
Electric windows, locks, cruise
Trailer hitch & controller
Back up comera & alarm
Thing in box Company

E UP COM				
o lining in bo	Company	Diers Ford	Steffy's Ford	Sid dillon Ford
v	Address			
	City, State, Zip	Fremont NE	Fremont, NE	Fremont, NE
	E-mail address	Gordv	Lonnie	Ron
Item #1				
Item #2				
Item #3				
Item #4				,
Item #5				
Item #6				
	TOTAL BID	\$ 30,425 #	30,698	34,723

For	Truck	#(if	appli	icabl	le)	

Jame Schw

Authorized Signature

